

Table of Contents

Agenda	3
119th Street West Improvement, between Pawnee and Kellogg. (District IV)	
Agenda Report No. II-1. and Ordinance No. 48-739	9
Map, CIP	12
Approval of Sublease, H2 Corporate Office, LLC. (District II)	
Agenda Report No. II-2.. . . .	14
Sublease	15
Public Hearing and Issuance of Health Care Facilities Improvement Revenue Bonds, Larksfield Place. (District II)	
Agenda Report No. III-1.	43
Ordinance No. 48-736.	45
*ZON2010-00012 – Amendment #1 to Protective Overlay #219 for items C and J; generally located southeast of the intersection of Mid-Continent Drive and University Avenue. (District V)	
Agenda Report No. V-1	48
Ordinance No. 48-740.	52
ZON2010-12 Background Material	54
*Greenwood Group - Lease Agreement - 1761 Airport Road.	
Agenda Report No. IX-1.	59
Agreement	60
Preliminary Estimates. (See Attached)	
Preliminary Estimates.	81
Community Events – Intrust Bank Arena Brooks and Dunn. (District I)	
Agenda Report No. XII-4a.	82
Community Events – Intrust Bank Arena Nickelback. (District I)	
Agenda Report No. XII-4b.	83
Community Events – Intrust Bank Arena Ringling Brothers and Barnum and Bailey Circus. (District I)	
Agenda Report No. XII-4c.	84
Community Events – Intrust Bank Arena Star Wars. (District I)	
Agenda Report No. XII-4d.	85
Community Event: Victory in the Valley East Meets West Walk/Run. (Districts IV and VI)	
Agenda Report No. XII-4e.	86
Community Events – Intrust Bank Arena Daughtry. (District I)	
Agenda Report No. XII-4f.	87
Supplemental Agreement for Design Services for Lincoln Street Bridge. (Districts III and IV)	
Agenda Report No. XII-5a.	88
Agreement	89
Supplemental Agreement for Design Services for 31st Street Bridge at Glenn. (District IV)	
Agenda Report No. XII-5b.	97

Agreement	98
Partial Acquisition at 1305 West Dora for the Meridian Drainage Outfall Project. (District IV)	
Agenda Report No. XII-6a.	101
Exhibit, Map, Purchase Agreement	102
Acquisition of 1503 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)	
Agenda Report No. XII-6b.	106
Real Estate Purchase Contract and Maps	107
Acquisition of 1515 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)	
Agenda Report No. XII-6c.	113
Real Estate Purchase Contract and Maps	114
Contracts and Agreements for April 2010.	
April 2010 Monthly Report to Council	121
Weapons Destruction.	
Agenda Report No. XII-9.	125
Weapons Destruction List.	126
New Communities - Investing in People and Property Non- Financial Agreement. (Districts I, III, IV, and VI)	
Agenda Report No. XII-10.	136
Agreement	137
Renovations to Swimming Pools and Fountain Infrastructure.	
Agenda Report No. XII-11. and Resolution No. 10-133.	140
Transportation Contract for the Summer Recreation Programs.	
Agenda Report No. XII-12.	144
Contract for Summer Recreation Programs.	145
Nuisance Abatement Assessments. (Districts I, II, III, IV, and VI)	
Agenda Report No. XII-13.and Ordinance Nos. 48-737 and 48-738	150
Door Replacements-Replacements doors and frames at various City facilities.	
Agenda Report No. XII-14. and Resolution No. 10-134.	163
Intelligent Transportation Systems – Traffic Synchronization. (District I)	
Agenda Report No. XII-15.	168
Light Emitting Diode (LED) Street Light Installation in Webb Business Park, west of Webb, south of 45th Street North. (District II)	
Agenda Report No. XII-16.	169
General Repairs to City Facilities-Replace Air Conditioning Units, Windows, Toilet Fixtures, Rotted Decks, Beams, Structural Analysis of the Finney State Office Building Skywalk and LaPetite Academy General Building Repairs.	
Agenda Report No. XII-17. and Resolution No. 10-135.	170
List of second reading ordinances. (See Attached)	
Second Reading Ordinances	174

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. May 11, 2010

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
 - Invocation
 - Pledge of Allegiance
 - Approve the minutes of the regular meeting on May 4, 2010
-

AWARDS AND PROCLAMATIONS

- Proclamation:

National Travel and Tourism Week

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. 119th Street West Improvement, between Pawnee and Kellogg. (District IV)
(Deferred May 4, 2010)

RECOMMENDED ACTION: Approve the design concept, approve the budget for right-of-way, place the amending ordinance on first reading and authorize the necessary signatures.

2. Approval of Sublease, H2 Corporate Office, LLC. (District II)
(Deferred May 4, 2010)

RECOMMENDED ACTION: Approve the sublease between Hartman Oil and ATLASMD, LLC.

III. NEW COUNCIL BUSINESS

1. **Public Hearing and Issuance of Health Care Facilities Improvement Revenue Bonds, Larksfield Place.** (District II)

RECOMMENDED ACTION: Close the public hearing and place on first reading the ordinance authorizing the issuance of Health Care Facilities Revenue Bonds to Larksfield Place, in an amount not-to-exceed \$12,800,000, subject to the Letter of Intent Conditions, authorizing staff to apply for the sales tax exemption and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA

1. ***ZON2010-00012 – Amendment #1 to Protective Overlay #219 for items C and J; generally located southeast of the intersection of Mid-Continent Drive and University Avenue.** (District V)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the Amendment to Protective Overlay #219, and place the ordinance on first reading.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

1. *Greenwood Group - Lease Agreement - 1761 Airport Road.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 18A)

1. Report of Board of Bids and Contracts dated May 10, 2010.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2010</u>	<u>(Consumption off Premises)</u>
MD Arifur Rahman	Gulmohur Inc, dba KC Gas & Grocery	1161 North Broadway

<u>Renewal</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
Mary T. Villar	Mexico Café Delano*	555 West Douglas

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.

- a. Community Events – Intrust Bank Arena Brooks and Dunn. (District I)
- b. Community Events – Intrust Bank Arena Nickelback. (District I)
- c. Community Events – Intrust Bank Arena Ringling Brothers and Barnum and Bailey Circus. (District I)
- d. Community Events – Intrust Bank Arena Star Wars. (District I)
- e. Community Event: Victory in the Valley East Meets West Walk/Run. (Districts IV and VI)
- f. Community Events – Intrust Bank Arena Daughtry. (District I)

RECOMMENDED ACTION: Approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

5. Design Services Agreements:

- a. Supplemental Agreement for Design Services for Lincoln Street Bridge. (Districts III and IV)
- b. Supplemental Agreement for Design Services for 31st Street Bridge at Glenn. (District IV)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Property Acquisitions:

- a. Partial Acquisition at 1305 West Dora for the Meridian Drainage Outfall Project. (District IV)
- b. Acquisition of 1503 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)
- c. Acquisition of 1515 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions

Wichita Transit Advisory Board, April 9, 2010
Wichita Employees Retirement System, March 17, 2010
Wichita Employees Retirement System, March 24, 2010

RECOMMENDED ACTION: Receive and file.

8. Contracts and Agreements for April 2010.

RECOMMENDED ACTION: Receive and File.

9. Weapons Destruction.

RECOMMENDED ACTION: Receive and file the list of weapons.

10. New Communities - Investing in People and Property Non-Financial Agreement. (Districts I, III, IV, and VI)

RECOMMENDED ACTION: Authorize staff to enter into a non-financial agreement with Urban Strategies, Inc.

11. Renovations to Swimming Pools and Fountain Infrastructure.

RECOMMENDED ACTION: Approve the project, adopt the resolution and authorize the necessary signatures.

12. Transportation Contract for the Summer Recreation Programs.

RECOMMENDED ACTION: Approve the selection of First Student as the provider of transportation services for the Summer Recreation Programs and authorize the necessary signatures.

13. Nuisance Abatement Assessments. (Districts I, II, III, IV, and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

14. Door Replacements-Replacements doors and frames at various City facilities.

RECOMMENDED ACTION: Approve the project, adopt the resolution and authorize the necessary signatures.

15. Intelligent Transportation Systems – Traffic Synchronization. (District I)

RECOMMENDED ACTION: Approve a contract with InSync in the amount of \$157,325 for the pilot project.

16. Light Emitting Diode (LED) Street Light Installation in Webb Business Park, west of Webb, south of 45th Street North. (District II)

RECOMMENDED ACTION: Approve the payment to Westar Energy in the amount of \$35,270.

17. General Repairs to City Facilities-Replace A/C Units, Windows, Toilet Fixtures, Rotted Decks, Beams, Structural Analysis of the Finney State Office Building Skywalk and LaPetite Academy General Building Repairs.

RECOMMENDED ACTION: Approve the project, adopt the resolution and authorize the necessary signatures.

18. Second Reading Ordinances: (First Read May 4, 2010)

- a. List of second reading ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Agenda Item No. II-1

TO: Mayor and City Council

SUBJECT: 119th Street West Improvement, between Pawnee and Kellogg (District IV)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the design concept and budget for right-of-way.

Background: On May 4, 2010 the City Council held a public hearing on improving 119th Street West, between Pawnee and Kellogg. The council deferred action to May 11, 2010 so that Council Member Gray can be present. The Capital Improvement Program (CIP) adopted by the City Council includes funding to improve 119th Street West, between Pawnee and Kellogg. The District IV Advisory Board held a neighborhood hearing for the project on April 7, 2010. The Board voted 6-1 to recommend approval of the project.

Analysis: The project will provide four through lanes on 119th Street West and a center two-way left turn lane with landscaped medians. Left turn lanes will be provided at all four approaches to the intersection at Pawnee and traffic signals will be installed if warranted at the time of construction. Drainage improvements within street right-of-way will be included with the project. A six foot wide sidewalk will be constructed on both sides of 119th Street West, and the available right-of-way and medians will be landscaped. Construction is planned to begin in the spring of 2011, pending right-of-way acquisition and utility relocation work, and be completed in late fall, 2011. Traffic will be carried one-way north bound during the first phase of construction.

Financial Consideration: On August 19, 2008, the City Council approved \$177,000 for the design of this project. Staff is requesting that Council authorize a \$100,000 budget for right-of-way, resulting in an approved budget of \$277,000. The finding source is General Obligation bonds. The additional cost is included in the Adopted CIP. The project will be returned to the City Council at a future date for approval of construction funding.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important transportation corridor.

Legal Considerations: The Law Department has approved the amending ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the design concept, approve the budget for right-of-way, place the amending ordinance on first reading and authorize the necessary signatures.

Attachments: Map, CIP sheet and Ordinance.

First Published in the Wichita Eagle on May 21, 2010

ORDINANCE NO. 48-739

AN ORDINANCE DECLARING **119TH ST. WEST, BETWEEN PAWNEE AND KELLOGG (472-84694)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **119TH ST. WEST, BETWEEN PAWNEE AND KELLOGG (472-84694)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **119th St. West, between Pawnee and Kellogg (472-84694)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **One Hundred Seventy-Seven Thousand Dollars (\$177,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of May, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW



PROJECT AUTHORIZATION

CITY OF WICHITA

USE: _____

1. Prepare in triplicate _____

To Initiate Project

To Revise Project

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

	X
--	---

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 4/9/2010	4. Project Description & Location 119th St West, Pawnee - Kellogg	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year) 2010	8. Approved by WCC Date	
MS-				
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised		
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.	\$277,000			\$277,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Freeway				
Totals	\$277,000			\$277,000
Total CIP Amount Budgeted				
Total Prelim Estimate				

Platting Required

Lot Split

Petition

Ordered by WCC

Yes

X

No

Remarks:

Design & ROW Only

472-84694

Approve the design concept, budget revision and amending ordinance

Division Head

Department Head

Budget Officer

City Manager

Date _____

Date _____

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Approval of Sublease (H2 Corporate Office, LLC) (District II)

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendation: Approve the sublease.

Background: On October 7, 2008, City Council approved the issuance of Industrial Revenue Bonds (IRBs) for H2 Corporate, LLC (“H2”) in the amount not to exceed \$7,200,000 and a 100% five-plus-five-year property tax exemption. H2 will sublease the project to Hartman Oil Co, Inc. (“Hartman Oil”). Bond proceeds financed the construction of a 45,000 square foot corporate headquarters facility at 10918 E 13th Street North. The headquarters is home to Hartman Oil and its related companies. Hartman has the option to lease portions of the building to unrelated entities. A payment in lieu of taxes (“PILOT”) is required if Hartman chooses this option. As a condition of the bond documents, the City Council will approve the subleases as they are negotiated. Hartman is requesting approval of a sublease at this time. This item was deferred from the May 4 City Council Meeting for further clarification.

Analysis: Hartman has negotiated a sublease with ATLASMD, LLC for 4,087 square feet of the building. ATLASMD, LLC is not affiliated with Hartman Oil. ATLASMD, LLC is the real estate holding company for Dr. Umbehr and his Wichita-based family practice. Hartman Oil is required by the conditions of the bond documents to make a ratable PILOT for any portion of the building that is used by or subleased to entities not related to Hartman Oil. The ratable payment will be calculated when the 2010 taxes are due and payable in late 2010. The first year of the payment will be based on the percentage of the building footprint that is leased to the unrelated entity and the 2010 valuation of the property and applicable mill levies. Subsequent payments will be calculated based on the corresponding tax year valuation from Sedgwick County and corresponding mill levies.

Financial Consideration: Hartman Oil is required by the conditions of the bond documents to make a ratable PILOT for any portion of the building that is used by or subleased to entities not related to Hartman Oil. The ratable payment will be calculated when the 2010 taxes are due and payable in May 2011. The first payment will be based on the percentage of the building footprint that is leased to the unrelated entity and the 2010 valuation of the property.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the IRB Tenant is a necessary part of preserving the credibility and integrity of the City’s IRB program for future projects.

Legal Consideration: The City Attorney’s Office has advised that if the City approves a sublease or subleases that do not provide for the IRB Tenant to enforce compliance with certain conditions by the subtenants, the City will not be able to cause the IRB Tenant to bring its subtenants into compliance. The City will retain the right to rescind the abatement or require a payment in lieu of tax (PILOT) in the event of noncompliance as a standard condition of tax abatement.

Recommendation/Actions: It is recommended that the City Council approve the sublease between Hartman Oil and ATLASMD, LLC.

Attachment: Sublease

LEASE AGREEMENT

PREAMBLE

THIS LEASE AGREEMENT ("Lease") is made and entered into as of April 6th, 2010 ("Effective Date"), by and between H2 Corporate Office, LLC ("LANDLORD"), a Kansas limited liability company with its principal place of business located at 10500 E. Berkeley Square Parkway, Suite 100, Wichita, KS 67206 and ATLASMD, LLC ("TENANT"). This Lease is effective as of the Effective Date.

In consideration of the mutual agreements and promises set forth herein, the sufficiency of which consideration the parties hereby acknowledge, the parties agree as follows:

SECTION I. INCORPORATION, TERM, PREMISES.

1.01 INCORPORATION. The Preamble set forth above is incorporated by reference and made a part of this Lease as if here fully set forth.

1.02 LEASE TERM. The term of this Lease shall be for a period of eight (8) years or upon expiration of LANDLORD's Tax Abatement period, whichever is sooner, commencing **July 1st, 2010**, and ending **June 30th, 2018**. TENANT shall have two (2) five year renewal options.

1.03 PREMISES. LANDLORD leases to TENANT and TENANT leases from LANDLORD the premises designated as **10500 E. Berkeley Square Parkway, Suite 200, (including the common areas of the building) Wichita, KS 67206 (the "Premises")**. The Premises contain approximately 3087 square feet. The Premises are outlined on Exhibit A attached hereto. Exhibit A is incorporated herein by reference and made a part of this Lease as if here fully set forth.

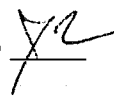
1.03-1 ACCEPTANCE OF PREMISES. Occupying all or any portion of the Premises by TENANT shall be conclusive evidence that the Premises is in satisfactory condition and acceptable to TENANT, subject to latent defects and deficiencies listed in writing by TENANT and given to LANDLORD within thirty days after TENANT'S occupancy.

1.03-2 BOND-FINANCED PREMISES. The acquisition and construction of the Premises have been financed through the issuance by the City of Wichita, Kansas (the "City") of its Taxable Industrial Revenue Bonds, Series IV, 2008 (H2 Corporate Office, LLC) (the "Bonds"). Landlord represents and agrees that the City is the lawful owner of the Premises, free and clear of any liens, encumbrances, tenancies and restrictions of any kind, except those shown on the title commitment issued by American Title, and those created by the Lease between the City and the Landlord (the "Bond Lease") and the other documents executed and delivered as a part of the issuance of the Bonds.

Landlord's Initials



Tenant's Initials



**SECTION II - RENT: ADJUSTMENTS TO RENT,
SECURITY DEPOSIT, LANDLORD LIEN**

2.01 RENT; WHEN DUE; WHERE PAID. All monies payable by TENANT to LANDLORD under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided and LANDLORD shall have all rights against TENANT for default in any such payment. Rent shall be paid to LANDLORD in advance, on the 1st day of each calendar month, during the entire term of the Lease, without deduction or setoff, at the address of LANDLORD, **10500 E. Berkeley Square Parkway, Suite 100, Wichita, Kansas 67206** or to such other person or entity or to such other address as LANDLORD may designate in writing. TENANT'S obligation to pay all rent due under this Lease shall survive the expiration or earlier termination of this Lease. Should this Lease commence on a day other than the first day of the month or terminate on a day other than the last day of the month, the rent for such partial month shall be prorated based on a 30 day month.

2.01-1 BASE RENT. TENANT shall, pay to LANDLORD the total rent for the 3,082 square feet as set forth in Section 1.03 of **\$57,109.50 per year for the first two years** which will be payable in **twenty-four (24)** equal monthly installments of **\$4,759.12** with the first installment due and payable **July 1, 2010**.

2.01-2 LATE PAYMENT CHARGE. If the monthly rental payment is not paid by midnight on the fifth day of the month, a late payment charge of **ten per cent (10%) of the payment** due shall be added to the rental payment for that month. All subsequent payments received from TENANT will first be credited against any outstanding late fees (and interest if applicable) and then toward rent.

2.01-3 INTEREST RATE ON DELINQUENCIES. If TENANT shall fail to pay any rent or other payments when due, such unpaid amounts shall bear interest at the rate of **18%** from the due date until paid. This interest is in addition to the late payment above in Section 2.01-2.

2.02 ADJUSTMENTS TO RENT. TENANT shall pay its pro-rata share of any increase in the building operating expenses over the base year of 2011. Such additional rent shall be due within thirty (30) days after receipt of invoice by LANDLORD. At TENANT'S request, LANDLORD shall provide evidence of the increased operating expenses in accordance with generally accepted accounting principles. Operating expenses are defined as set forth on Exhibit D hereto. Any such additional rent shall be calculated by dividing the increase in operating expenses by the square footage of the leasehold, with TENANT to pay its pro-rata share per square foot.

2.03 SECURITY DEPOSIT. TENANT has deposited with LANDLORD the sum of \$4,500.00 as additional security for the performance by TENANT of its covenants and obligations hereunder. Such security deposit shall not bear interest and shall not be considered

Landlord's Initials *WJ*

Tenant's Initials *WJ*

an advance payment of rent or a measure of LANDLORD'S damages in case of default by TENANT. If TENANT defaults in the performance of any of the covenants and obligations to be performed by it, LANDLORD may, from time to time, without prejudice to any other remedy, use such security deposit to the extent necessary to make good any arrearages in rent or any sum as to which TENANT is in default and any other damage, injury, expense or liability caused to LANDLORD by such default including any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency may accrue before or after termination of this Lease. Following any such application of the security deposit, TENANT shall pay to LANDLORD on demand the amount so applied in order to restore the security deposit to its original amount. If TENANT is not then in default hereunder, any remaining balance of the security deposit shall be returned by LANDLORD to the TENANT within thirty (30) days upon termination of this Lease and after delivery of possession of the Premises to LANDLORD in accordance with this Lease. If LANDLORD assigns its interest in the Premises during the lease term, LANDLORD may assign the security deposit to the assignee and thereafter LANDLORD shall have no further liability for the return of such security deposit and TENANT agrees to look solely to the new LANDLORD for the return of such security deposit. This provision shall apply to every transfer or assignment made of the security deposit to a new LANDLORD. TENANT agrees that it will not assign or encumber or attempt to assign or encumber the monies deposited as security and that LANDLORD and its successors and assignees shall not be bound by any such actual or attempted assignment or encumbrance.

LANDLORD may waive the requirement of a security deposit at the beginning of the Lease. LANDLORD may, in its sole discretion, later require a security deposit from TENANT, if TENANT fails timely to pay the rent.

2.04 ACTION FOR RENT. If LANDLORD brings an action to collect unpaid rent, TENANT shall pay all LANDLORD's attorneys' fees and the costs of collection.

SECTION III - USE; RESTRICTIONS ON USE; BUILDING REGULATIONS; QUIET ENJOYMENT; SERVICES BY LANDLORD

3.01 USE. The Premises shall be used for **general medical office use** and examination and diagnostic treatment of patients and for no other purpose without the prior written consent of LANDLORD. TENANT shall, at TENANT'S expense, comply with all laws, rules, regulations, requirements, and ordinances existing or hereafter enacted or imposed by any governmental authority having jurisdiction over the building ("Building"), Premises, LANDLORD, or TENANT applicable to TENANT and TENANT'S use of the Building and Premises.

3.02 RESTRICTIONS ON USE. TENANT shall not:

3.02-1 Do, or permit to be done anything which will invalidate or increase the cost of insurance on the Premises, or will obstruct or interfere with the rights of other tenants in the Building.

Landlord's Initials WJH

Tenant's Initials JM

3.02-2 Allow or permit the Premises to be used for any improper, objectionable, or unlawful purpose or cause, commit or permit any nuisance or waste in or about the Premises.

3.02-3 Bring onto the Premises any equipment, fixtures, material, etc. that will overload, obstruct, or damage the utility lines, HVAC equipment, floors, structure, or systems providing services to the Building.

3.02-4 Install or affix any window coverings, shades, draperies or materials between the glass on the exterior wall of the Premises and the Building without written consent of LANDLORD.

3.02-5 Use or permit the use of any portion of the Premises for the purpose of housing any multi-game casino-style gambling.

3.03 BUILDING REGULATIONS. TENANT shall obey all rules and regulations of the Building as imposed by LANDLORD and set forth in Exhibit B and incorporated as a part of this Lease. The rules and regulations are in addition to, and shall not be construed to modify or amend the Lease in any way. LANDLORD shall have the right to make changes or additions to such rules and regulations provided such changes or additions, except those affecting the safety and operation of the Building or Premises, do not unreasonably affect TENANT'S use of the Premises. LANDLORD shall not be liable for failure of any TENANT to obey such rules and regulations. Failure by LANDLORD to enforce any current or subsequent rules or regulations against any TENANT of the Building shall not constitute a waiver thereof.

3.04 QUIET ENJOYMENT. LANDLORD represents and covenants that it has the authority to enter into this Lease, and that TENANT, upon payment of the rentals and performance of the covenants and provisions of this Lease, shall and may peaceably and quietly occupy the Premises during the term of this Lease and any renewal or extension thereof. LANDLORD agrees to make reasonable efforts to protect TENANT from interference or disturbance by other tenants or third persons (including but not limited to the City and the Bond Trustee); however, LANDLORD shall not be liable for any such interference or disturbance, nor shall TENANT be released from any obligations of this Lease because of such interference or disturbance.

3.05 SERVICES BY LANDLORD; TIMES AND LEVEL FURNISHED.

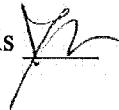
3.05.1 SERVICES. LANDLORD shall furnish TENANT with the following services:

- a. Washing of exterior Building windows
- b. Disposal facility for refuse.

Landlord's Initials



Tenant's Initials



3.05.2 TIMES AND LEVEL FURNISHED.

Washing of exterior Building windows shall be at intervals determined solely by LANDLORD. Except for holidays, all other services shall be furnished between the hour of 8:00 a.m. and 5:00 p.m. on weekdays. If, upon advance written request by TENANT, its agents or employees, such services are provided to Premises on Saturdays, Sundays, holidays or times other than as specified, TENANT shall pay LANDLORD as additional rent the added cost of those services due to the timing of the work performed. If any services to be provided are suspended, interrupted, or varied by strikes, accidents, repairs, maintenance, orders from any governmental authority or any cause beyond LANDLORD'S control, LANDLORD shall not be liable for any damages, direct, indirect or consequential, or for damages for personal discomfort, illness or inconvenience of TENANT, its employees, agents or invitees, or for loss, damage or theft of TENANT'S improvements, equipment or property, unless caused by the deliberate act or gross negligence of LANDLORD, its agents or employees. Suspension or interruption shall not result in any abatement of rent, be deemed an eviction or relieve TENANT of performance of TENANT'S obligations under this Lease.

SECTION IV - ASSIGNMENT; SUBLET; MORTGAGE BY LANDLORD; SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATE; SALE BY LANDLORD

4.01 ASSIGNMENT; SUBLET. TENANT shall not assign or sublet all or any portion of the Premises without LANDLORD'S prior written consent; which, if consented to by LANDLORD, shall be in a form acceptable to LANDLORD and will not release TENANT from any of its obligations under the Lease.

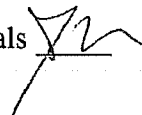
4.02 SUBORDINATION. This Lease and all rights of the TENANT hereunder are subject and subordinate to any deeds of trust, mortgage or other instruments of security which do now or may hereafter cover the Building and the land or any interest of LANDLORD therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such deeds of trust, mortgages or instruments of security. This provision is hereby declared to be self-operative and no further instrument shall be required to effect such subordination of this Lease.

4.02-1 SUBORDINATION TO BOND LEASE. Without limiting the foregoing, Landlord and Tenant both agree and acknowledge that this Lease is subject and subordinate to all the terms and conditions of the Bond Lease, including without limitation all of the obligations of Landlord, as tenant under, the Bond Lease, and the rights and interests of the City and the owners of the Bonds. Tenant shall not do anything which will cause an event of default by Landlord under Sections 1.02(v) or 28.04 or, Articles VIII, IX or X of the Bond Lease. Tenant acknowledges that this Lease and the rentals due hereunder will be assigned to the City and/or the Bond Trustee as a part of the Bond Transaction. Notwithstanding the foregoing, should the City succeed to the interest of Landlord hereunder, the City shall have no duty or obligation to perform any of the

Landlord's Initials



Tenant's Initials



various duties, obligations or covenants of Landlord, other than the covenant of quiet enjoyment provided for in Section 3.04.

4.03 ATTORNMENT. If the interest of LANDLORD is transferred to any person or entity by reason of foreclosure, or other proceedings for enforcement of any mortgage, deed of trust or security interest or by delivery of a deed in lieu of foreclosure or other proceedings, TENANT shall upon delivery to TENANT by said transferee of a non-disturbance agreement, immediately and automatically attorn to such person or entity. In event of such transfer, this Lease and TENANT'S rights hereunder shall continue undisturbed so long as TENANT is not in default.

4.04 MORTGAGE BY LANDLORD. LANDLORD shall have the right to transfer, assign, mortgage, or convey in whole or in part the Building, including the Premises, the land upon which it is situated, and any and all of its rights under this Lease, and nothing herein shall be construed as a restriction upon LANDLORD'S doing so.

4.05 ESTOPPEL CERTIFICATE. TENANT will at any time and from time to time, upon not less than ten (10) days prior request by LANDLORD, execute, acknowledge and deliver to LANDLORD a statement in writing executed by TENANT certifying that this Lease is unmodified and in full effect or if there have been modifications, that this Lease is in full effect as modified, setting forth such modifications; the dates to which the rent has been paid; and either stating that to the knowledge of the signer of said statement that no default exists or specifying each such default of which the signer may have knowledge. It is intended that any such statement executed by TENANT may be relied upon by any prospective purchaser or mortgagee or existing mortgagee of the Building or land upon which is situated.

4.06 LIABILITY OF LANDLORD; SALE BY LANDLORD. TENANT shall look solely to LANDLORD'S interest in the Building and land upon which it is situated, for recovery of any judgement against LANDLORD. A sale, conveyance or assignment of LANDLORD'S interest in the Building shall operate to release LANDLORD from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this Lease, express or implied, except as such may relate to the period prior to such effective date and TENANT shall thereafter look solely to LANDLORD'S successor in interest in and to this Lease. This Lease shall not be affected by any such sale, conveyance or assignment, and TENANT shall attorn to LANDLORD'S successor in interest thereunder.

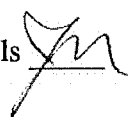
SECTION V - MAINTENANCE AND REPAIRS; RIGHTS OF ENTRY; ALTERATIONS; LIENS; SIGNS

5.01 MAINTENANCE AND REPAIRS BY TENANT. After completion of any initial tenant improvements by LANDLORD in accordance with this Lease, TENANT shall maintain the Premises and any alterations and additions to the Premises in good condition and repair, reasonable wear and tear and damage or destruction by fire or other casualty which TENANT is

Landlord's Initials



Tenant's Initials



not obligated to repair excepted. TENANT shall repair or replace any damage or injury to the Premises or the Building caused by TENANT, its agents, employees, or invitees. All maintenance and repairs made by TENANT shall be performed only by licensed contractors first approved by LANDLORD. TENANT shall require its contractor to comply with LANDLORD'S regulations regarding all work performed.

5.01-1 LANDLORD'S RIGHT TO MAINTAIN OR REPAIR. If within ten (10) days following notice by LANDLORD, TENANT fails or refuses to do any maintenance or to make any repairs or replace any damage to the Premises or Building caused by TENANT its agents, employees, or invitees, LANDLORD may, at its option, cause all required maintenance, repairs or replacements to be made. TENANT shall pay promptly to LANDLORD on demand all costs incurred plus an administrative fee equal to 20% of such costs.

5.02 LANDLORD'S RIGHT OF ENTRY. LANDLORD, or its authorized representatives, shall have the right to enter the Premises at reasonable hours and upon reasonable notice to TENANT, for the purpose of inspecting, making repairs or alterations, or for the purpose of exhibiting same to prospective tenants, purchasers and others. LANDLORD shall not be liable to TENANT such action, nor shall the exercise of such right be deemed an eviction or disturbance of TENANT'S use or possession.

5.03 MAINTENANCE BY LANDLORD. LANDLORD shall perform all necessary repairs to the heating, ventilating, electrical, plumbing, and air conditioning systems. LANDLORD shall maintain and repair the exterior walls, roof, foundation and all common areas of and within the Building including entrances, hallways, stairwells, and parking lots.

5.04 ALTERATIONS BY TENANT. TENANT shall make no changes, additions, alterations or improvements to the Premises without the prior written consent of LANDLORD and subject to all rules, requirements and conditions imposed by LANDLORD at the time such consent is given. LANDLORD shall have the right to withhold its consent.

5.05 ALTERATIONS BY LANDLORD. LANDLORD may make any repairs, alterations or improvements which LANDLORD deems necessary or advisable for the preservation, safety or improvement of the Building or Premises.

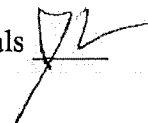
5.06 LIENS. TENANT shall keep the Premises free and clear of all liens arising out of any work performed, materials furnished or obligations incurred by TENANT. LANDLORD shall have the right to post and keep posted on the Premises any notices that may be provided by law or which LANDLORD may deem to be proper for the protection of LANDLORD, the Premises, and the Building, from such liens, or to take any other action LANDLORD deems necessary to remove or discharge liens or encumbrances at the expense of TENANT.

5.07 SIGNS. TENANT shall not display, inscribe, paint or affix any sign, picture,

Landlord's Initials



Tenant's Initials



advertisement, or notice visible from anywhere outside or within the Premises without LANDLORD'S prior written consent. If consented to by LANDLORD, any such sign and installation shall be installed or painted by a contractor approved by LANDLORD and shall be maintained by TENANT during TENANT'S occupancy. All costs for production, installation, maintenance and removal shall be TENANT'S responsibility. All such approved signs shall be removed by TENANT upon vacating the Premises and any damage caused by such removal shall be immediately repaired at the TENANT'S expense.

SECTION VI - INSURANCE; INDEMNITY; SUBROGATION.

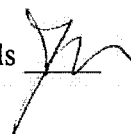
6.01 INSURANCE BY LANDLORD. LANDLORD shall maintain in effect with a responsible insurance company or companies, policies of insurance covering the Premises providing protection of not less than eighty percent (80%) of the replacement value of said Building (excluding excavation, footing and foundations) against all casualties under standard insurance industry practices under the classification of "fire and extended coverage", together with such public liability coverage for the benefit of LANDLORD as LANDLORD deems appropriate.

6.02 INSURANCE BY TENANT. At all times during the term of this Lease or any renewal period, TENANT shall maintain, at TENANT'S own cost and expense, a Commercial General Liability insurance policy or policies to protect LANDLORD and the City against any and all liability incidental to the use of, or resulting from any accident occurring in, or upon the Premises with a combined single limit of not less than **One Million Dollars (\$1,000,000.00)** per occurrence and **Two Million Dollars (\$2,000,000.00)** in the annual aggregate; Workers' Compensation insurance per Kansas statutory limits; Employer's Liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per accident, Five Hundred Thousand Dollars (\$500,000.00) for disease, and Five Hundred Thousand Dollars (\$500,000.00) per employee; Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than One Million Dollars (\$1,000,000.00) per accident; All Risk or Special Form coverage protecting TENANT against loss of, or damage to, TENANT's alterations, additions, improvement, carpeting, floor coverings, paneling, decorations, fixtures, inventory, plate glass, and other business personal property situated in or about the Premises to the full replacement value of the property so insured; and Business Interruption insurance with limits of liability representing loss of at least approximately six months income. H2 Corporate, LLC and the City of Wichita shall be named as an additional insured (or loss payee as appropriate) under the above named policies, not including Workers' Compensation. TENANT shall provide Certificates of Insurance or copies of the above policies to LANDLORD. In the event that any of the above required policies are cancelled or materially changed before the expiration date thereof, TENANT or the issuing company shall notify LANDLORD immediate via e-mail (jsanders@hartmanoil.com) or via voice communication (316) 636-2090. All insurance shall be written by an insurance company authorized to do business in the state of Kansas, and must have an A.M. Best rating of A- or greater.

Landlord's Initials



Tenant's Initials



6.03 INDEMNITY. TENANT acknowledges that if any property owned by TENANT or any property other than LANDLORD's property located on the Premises shall be damaged or destroyed by fire, explosion, falling plaster or drywall, steam, gas, electricity, water, rain, or snow leaks or by any other cause, LANDLORD shall have NO LIABILITY to TENANT or any such other party with respect thereto, except for LANDLORD's negligence or negligent acts. TENANT acknowledges that all property owned by the TENANT on or about the Premises, including, but not limited to TENANT's vehicles parked in the parking lot of the Building, shall be at the SOLE RISK AND HAZARD of TENANT. LANDLORD is not liable or responsible for any loss or damage to TENANT or anyone claiming under or through TENANT, whether caused by or resulting from any peril required to be insured hereunder or otherwise, and TENANT shall indemnify and hold LANDLORD harmless with respect thereto. TENANT shall indemnify and hold harmless and pay on behalf of LANDLORD and the City all loss claims, demands, expense and judgments against LANDLORD and the City caused by or arising out of, directly or indirectly:

6.03-1 The performance of this Lease by TENANT,

6.03-2 TENANT'S occupancy or use of the Building or Premises,

6.03-3 Any business or operation of TENANT, or,

6.03-4 Any matter or thing done, permitted or omitted to be done by TENANT, its agents, employees, contractors, licensees, or invitees, whether occasioned by negligence or otherwise. TENANT's agreement to hold harmless and pay on behalf of LANDLORD shall extend to all losses, claims, demands and expense by reason of improper or faulty erection or construction of facilities, trade fixtures, or equipment installed on or in the Premises by TENANT.

6.03-5 Liability of TENANT for any indemnity or hold harmless shall be limited to the insured amounts as stated and identified in Section 6.02 of this Lease.

6.04 WAIVER OF SUBROGATION. LANDLORD and TENANT do each hereby relieve and release the other and waive their entire claim of recovery for loss or damage to the Premises, or loss of the use thereof, arising out of or incident to any occurrence or act covered by insurance then in force and being provided by either party, whether due to the negligence of either LANDLORD or TENANT, their officers, agents, licensees, employees, guests, invitees, visitors or otherwise.

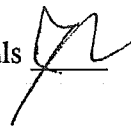
SECTION VII - DAMAGE AND DESTRUCTION.

7.01 DAMAGE REPAIR. In the event the Building or the Premises shall be destroyed or rendered untenable, either in whole or in part, by fire or other casualty, LANDLORD may, at

Landlord's Initials



Tenant's Initials



its option, restore the Building or Premises to as near their previous condition as is reasonably possible, and in the meantime, unless the damage was caused by acts, omissions or negligence of TENANT, its agents, employees, contractors or invitees, the rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof; but unless LANDLORD, within thirty (30) days after the happening of any such casualty, shall notify TENANT of its election not to restore, this Lease shall continue and LANDLORD shall commence the necessary restoration. Such restoration by LANDLORD shall not include replacement of furniture, equipment or other items that do not become part of the Building or any improvements to the Premises in excess of those provided for in the allowance for Building Standard items as of the commencement date of this Lease. Restoration of the Premises required beyond LANDLORD's obligation shall be performed by the TENANT at no cost to the LANDLORD. If LANDLORD shall elect to notify TENANT that LANDLORD shall not restore, this Lease shall terminate as of the date of the occurrence and TENANT shall promptly vacate the Premises. Upon vacating, any prepaid rent from date of vacating shall be refunded to TENANT.

7.02 DELAY BEYOND LANDLORD'S CONTROL. No penalty shall accrue to LANDLORD for delay in commencing or completing repairs caused by adjustment of insurance claims, governmental requirements or any cause beyond LANDLORD's reasonable control.

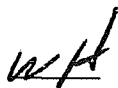
7.03 BUSINESS INTERRUPTION. No damages, compensation or claim shall be payable by LANDLORD for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building. LANDLORD shall use its best efforts to affect such repairs promptly and in such manner as to not unreasonably interfere with TENANT'S occupancy.

7.04 TENANT IMPROVEMENTS. LANDLORD will not carry insurance of any kind on any improvements, additions or alterations made and paid for by TENANT or TENANT'S furniture or furnishings or on any fixtures, equipment, improvements or appurtenances of TENANT under this Lease and LANDLORD (except as provided by law by reason of its negligence) shall not be obligated to repair any damage thereto or replace the same, LANDLORD shall be obligated to make repairs or restoration only of those portions of the Premises which were originally provided at LANDLORD's expense, and the repair and restoration of items not provided at LANDLORD'S expense shall be the obligation of TENANT.

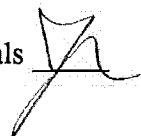
7.05 DESTRUCTION DURING LAST YEAR OF TERM. In case the Building shall be substantially destroyed by fire or other causes at any time during the last year of the term of this Lease, either LANDLORD or TENANT may terminate this Lease upon written notice to the other party hereto given within thirty (30) days of the date of such destruction.

7.06 MUTUAL RELEASE. Upon any termination of this Lease as a result of damage or destruction of the Building or Premises as provided herein, the parties shall be released thereby

Landlord's Initials



Tenant's Initials



without further obligation to the other from the date possession of the Premises is surrendered to LANDLORD except for rent and any other monies which have accrued and are then unpaid.

SECTION VIII - CONDEMNATION.

In the event of the taking or condemnation for any reason by any public or quasi-public authority, entity, or corporation having the power of eminent domain the following shall apply:

8.01 TOTAL TAKING; BUILDING; PREMISES. If all the Building or Premises is taken or condemned the Lease shall terminate effective as of the date of taking and any prepaid rent shall be refunded to TENANT.

8.02 PARTIAL TAKING; BUILDING; PREMISES; UNTENANTABLE. If a portion of the Building or Premises is taken or condemned and the remainder is, in LANDLORD'S opinion, not economically usable, LANDLORD shall notify TENANT of the termination of the Lease effective as of the date of taking and any prepaid rent shall be refunded to TENANT.

8.03 PARTIAL TAKING; PREMISES; TENANTABLE. If a portion of the Building or Premises is taken or condemned and the remainder is, in LANDLORD'S opinion, economically usable, this Lease shall terminate as to the portion taken effective as of the date of taking and continue as to the remainder. LANDLORD shall to the extent reasonably possible, repair and restore the remainder to its condition as of the date of taking. Any prepaid rent shall be applied against subsequent rental due.

8.04 VOLUNTARY SALE. A voluntary sale or transfer in lieu of, but under the threat of condemnation, shall be considered a taking or condemnation.

8.05 AWARD. LANDLORD shall be entitled to all compensation paid as a result of such taking or condemnation without participation by TENANT. TENANT may pursue a claim against the condemning authority for loss of business, cost of relocation or cost of removal of TENANT'S trade fixtures, furniture and equipment only if such claim does not diminish or adversely effect the compensation to be paid to LANDLORD.

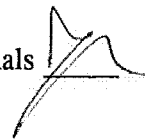
SECTION IX - SURRENDER OF PREMISES.

9.01 SURRENDER AT TERMINATION. At the expiration or termination of this Lease by whatever cause, TENANT shall peaceably vacate and deliver the Premises and all alterations and additions thereto in good order, repair and condition, reasonable wear and tear excepted, restoring the Premises wherever necessary and leaving them clean and neat. TENANT shall deliver all keys to the Premises, remove all personal property prior to the expiration of this Lease, including any signs, notices and displays placed by TENANT, and TENANT shall perform any necessary restoration of the Premises occasioned by such removal. TENANT shall

Landlord's Initials



Tenant's Initials



also remove those improvements, alterations and additions made by TENANT or by LANDLORD on behalf of TENANT which LANDLORD required TENANT to remove when LANDLORD consented to the installation of such improvements, alterations and additions, unless LANDLORD, prior to the expiration or termination of this Lease, elects in writing not to require such removal. TENANT shall repair any damage caused by such removal and shall restore the Premises and leave them clean. If TENANT is not required by LANDLORD to remove such improvements, alterations or additions to the Premises upon the expiration or termination of this Lease, such improvements, alterations and additions to the Premises, as well as any of TENANT'S personal property left on the Premises by TENANT, shall become the property of LANDLORD and shall remain and be surrendered with the Premises. TENANT waives all claims against LANDLORD for any damage to TENANT resulting from LANDLORD'S retention or disposition of any such improvements, alterations, additions or TENANT'S personal property. TENANT shall be liable to LANDLORD for LANDLORD'S costs for storing, removing and disposing of any improvements, alterations, additions or TENANT'S personal property.

SECTION X - DEFAULT; EVENTS; REMEDIES

10.1 EVENTS OF DEFAULT. The occurrence of any one of the following events shall constitute a default of this Lease by TENANT:

10.01-1 Failure of TENANT to make any payment of rent or other required payment, when due, and such failure continues for a period of thirty (30) days after mailing of written notice by LANDLORD to TENANT, provided however that no notice shall be necessary if two such notices have been given during the preceding 12-month period;

10.01-2 Failure by TENANT to take possession of the Premises within thirty (30) days following commencement of this Lease;

10.01-3 Vacating or abandonment of all or a substantial portion of the Premises;

10.01-4 Failure of TENANT to comply with any provision of this Lease, other than payment of rent, and such failure shall continue for fifteen (15) days after mailing of written notice by LANDLORD to TENANT specifying the nature of non-compliance by TENANT with reasonable particularity provided, however, that if the nature of TENANT'S default is such that more than fifteen (15) days are reasonably required for its cure, TENANT shall not be in default if TENANT immediately commences or has commenced such cure and thereafter diligently proceeds to cure such default within ten (10) days.

10.01-5 The making of an assignment or general arrangement for the benefit of creditors by TENANT or any guarantor of TENANT'S obligations under the Lease;

Landlord's Initials

W/H

Tenant's Initials

[Signature]

10.01-6 The filing by TENANT or any guarantor of TENANT'S obligations under this Lease of a petition under any section or chapter of the present Federal Bankruptcy Act (or foreign equivalent) or amendment thereto or under any similar law or statute of the United States (or foreign country) or any state (or province) thereof, or the failure of the dismissal, within ninety (90) days after the filing of an involuntary petition of bankruptcy or insolvency against TENANT or guarantor of TENANT'S obligations;

10.01-7 The appointment of a receiver or trustee for all or substantially all the assets of TENANT or any guarantor of TENANT'S obligations under this Lease and such receivership shall not have been terminated or stayed within the time permitted by law;

10.01-8 The attachment, execution or other judicial seizure of substantially all of TENANT'S assets located in the Premises or of TENANT'S interest in this Lease where such seizure is not discharged within thirty (30) days;

10.02 EVENTS OF DEFAULT. The occurrence of any one of the following events shall constitute a default of this Lease:

10.02-1 The filing by either party or any guarantor of any such party's obligations under this Lease of a petition under any section or chapter of the present Federal Bankruptcy Act (or foreign equivalent) or amendment thereto or under any similar law or statute of the United States (or foreign country) or any state (or province) thereof, or the failure of the dismissal, within ninety (90) days after the filing of an involuntary petition of bankruptcy or insolvency against any such party or guarantor of any such party's obligations;

10.02-2 The appointment of a receiver or trustee for all or substantially all the assets of either party or any guarantor of any such party's obligations under this Lease and such receivership shall not have been terminated or stayed within the time permitted by law;

10.02-3 The attachment, execution or other judicial seizure of substantially all of either party's assets located in the Premises or of either party's interest in this Lease where such seizure is not discharged within thirty (30) days;

10.02-4 Failure of either party to perform its material duties under this agreement upon written notice from the other party within a reasonable time, but in no event beyond sixty days from receipt of notice.

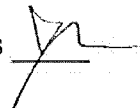
10.03 REMEDIES IN EVENT OF DEFAULT. Upon the occurrence of any event of default, the parties to this agreement shall have the option to do any one or more of the following without any notice or demand;

10.03-1 TERMINATION OF LEASE. In the event LANDLORD terminates this Lease,

Landlord's Initials



Tenant's Initials

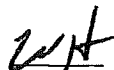


TENANT shall immediately surrender the Premises to LANDLORD. If TENANT shall fail to do so, LANDLORD may enter and take possession of the Premises and remove TENANT or anyone occupying the Premises and its effects without being liable to prosecution or any claim for damages, except where such acts would place LANDLORD in a position to compromise, invade upon or to violate patients' privacy rights under any Federal, State or Local laws, including but not limited to HIPAA. TENANT agrees to indemnify LANDLORD for all loss and damage suffered by LANDLORD because of such termination whether through inability to re-let the Premises or otherwise, including any loss of rent for the remainder of the term of this Lease. If LANDLORD elects to terminate this Lease, TENANT'S liability to LANDLORD for damages shall survive such termination. In the event TENANT terminates this Lease, TENANT shall vacate the Premises within thirty days of the termination. If TENANT elects to terminate this Lease, LANDLORD'S liability to TENANT for damages shall survive such termination. TENANT'S termination shall not extinguish the duties and obligations of TENANT to LANDLORD under this Lease agreement upon TENANT'S surrender of the Premises to LANDLORD, but TENANT's duties and obligations under this Lease shall continue until such time as LANDLORD re-lets the Premises.


10.03-2 ACCELERATION OF RENT. Declare the entire amount of all rent past due as well as which would have become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event TENANT agrees to pay the same to LANDLORD immediately. Such payment shall constitute payment of past due rent and payment in advance of the rent stipulated for the remainder of the Lease term. Acceptance by LANDLORD of the payment of such shall not constitute a waiver of any then existing default occurring thereafter.

10.03-3 RE-LETTING OF PREMISES. Enter upon and take possession of the Premises as agent of TENANT, except where such agency would place LANDLORD in a position to compromise, invade upon or to violate patients' privacy rights under any Federal, State or Local laws, including but not limited to HIPAA, without terminating this Lease and without being liable to prosecution or any claim for damages. LANDLORD may re-let the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but LANDLORD shall not be required to re-let for any use or purpose other than that specified in this Lease or for general office use or which LANDLORD may reasonably consider injurious to the Premises, or to any TENANT which LANDLORD may consider objectionable. LANDLORD may re-let all or any portion of the Premises, alone or in conjunction with other portions of the Building, for a term longer or shorter than the term of this Lease, at a rental rate greater or less than the then current rental rate provided in this Lease, and upon such other terms (including the granting of concessions) as LANDLORD solely determines to be acceptable. If LANDLORD elects to reenter and re-let all or any portion of the Premises, LANDLORD shall be entitled to recover, as damages, immediately, without waiting until the due date of any future rent, or until the date fixed for expiration of this Lease, the total of all rent owing and unpaid as of the date of the default; the

Landlord's Initials



Tenant's Initials



costs of reentry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of TENANT'S property and fixtures; and other expense occasioned by TENANT'S failure to quit the Premises and to leave them in the required condition; any remodeling costs, attorneys' fees; court costs; brokers' commissions; advertising costs and the difference between the rent and all of TENANT'S other obligations under this Lease and the actual rent received by LANDLORD from the Premises for the period commencing with the date of the default and continuing through the date designated as the expiration date of this Lease. No such reentry or taking possession of the Premises shall be construed as an election on LANDLORD'S part to terminate this Lease unless a written notice of such intention is given to TENANT. If LANDLORD elects to enter and re-let the Premises the LANDLORD may at any time thereafter elect to terminate this Lease for TENANT'S default. If LANDLORD takes possession of the Premises, LANDLORD shall have the right to rent any other available space in the Building before re-letting or attempting to re-let the Premises.

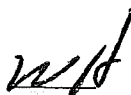
10.03-4 LANDLORD'S RIGHT TO PERFORM. LANDLORD may do whatever TENANT is obligated to do by the provisions of this Lease and may enter the Premises without being liable to prosecution or claim for damages in order to accomplish this purpose. TENANT agrees to reimburse LANDLORD immediately upon demand for any expenses, which LANDLORD may incur in complying with the terms of this Lease on behalf of TENANT. TENANT agrees that LANDLORD shall not be liable for any damages to TENANT from such action, whether caused by negligence of LANDLORD or otherwise.

10.03-5 RIGHT TO SUE MORE THAN ONCE. The parties may periodically sue to recover damages during the period corresponding to the remainder of the term of this Lease, and no action for damages shall bar a later action for damages subsequently accruing.

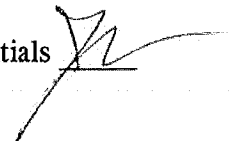
10.03-6 REMEDIES CUMULATIVE. The remedies as set forth and available to the parties because of the default of the other party shall be in addition to and shall not exclude any other remedy available to the parties under this Lease or applicable law or in equity.

10.04 WAIVER OF REDEMPTION RIGHTS. TENANT, for itself, and on behalf of any and all persons claiming through or under it, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law, to redeem the Premises or have a continuance of this Lease for its remaining term after having been dispossessed or ejected from the Premises by process of law or under the terms of this Lease or after the termination of this Lease as herein provided, except where such acts would place LANDLORD in a position to compromise, invade upon or to violate patients' privacy rights under any Federal, State or Local laws, including but not limited to HIPAA.

Landlord's Initials



Tenant's Initials



SECTION XI - GENERAL PROVISIONS.

11.01 HAZARDOUS SUBSTANCES. TENANT is advised that hazardous substances including, but not limited to asbestos, radon gas and water pollutants may be present in or under the Building. Such hazardous substances may present a health risk to persons who are exposed to them over time. These substances have been found in other buildings in Wichita. Additional information may be obtained from your county health unit.

11.02 LIMITATION OF LANDLORD'S LIABILITY. Except as provided otherwise herein, LANDLORD shall not be responsible or liable to TENANT for any injury or damage resulting from acts or omission of third parties or persons occupying property adjoining the Premises or any part of the Building of which the Premises is a part, or for any injury or damage resulting to TENANT or TENANT'S property from acts of God or bursting, stoppage or leaking of water, gas, sewer or pipes, except where such loss or damage arises from the willful or negligent misconduct of the LANDLORD, its agents, servants, or employees, or from LANDLORD'S failure to make the repairs which it is obligated to make hereunder.

11.03 WAIVER. Failure of LANDLORD to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by LANDLORD of rents with knowledge of a breach of any of the terms, covenants or conditions of this Lease to be kept or performed by TENANT shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by LANDLORD.

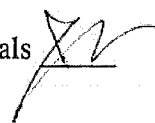
11.04 HOLDING OVER. If TENANT shall continue to occupy the Premises after expiration or sooner termination of this Lease, TENANT shall pay, as liquidated damages, for each month of continued occupancy an amount equal to one and a half (1.5) times the rent being paid for the month the Lease expires or is terminated. No receipt of money by LANDLORD from TENANT after expiration or termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by LANDLORD to TENANT.

11.05 REMOVAL OF PROPERTY. Upon expiration or sooner termination of this Lease, all of TENANT'S, trade fixtures, personal property and improvements remaining in the Premises or the Building shall be deemed conclusively to have been abandoned by TENANT and may be appropriated, sold, destroyed or otherwise disposed of by LANDLORD without notice or obligation to compensate TENANT or to account therefor, and TENANT shall pay to LANDLORD on written demand all costs incurred by LANDLORD in connection therewith, unless TENANT shall make arrangements with LANDLORD to remove all such personal property, and improvements within five (5) business days of the expiration or sooner termination of the Lease.

Landlord's Initials



Tenant's Initials



11.06 DESIGNATED PARTIES. LANDLORD may act in any matter provided for herein by its property manager or any other person who shall from time to time be designated by LANDLORD by notice to TENANT. TENANT may designate in writing a person to act on its behalf in any matter provided for herein and may, by written notice, change such designation. In the absence of such designation, the person or person executing this Lease for TENANT shall be deemed to be authorized to act on behalf of TENANT in any matter proved for herein.

11.07 NOTICES.

Any notice or other communication to LANDLORD or to TENANT will be deemed properly given if such notice or communication is made in writing and is sent by first class mail, postage pre-paid, return receipt requested, or by traceable courier service (such as UPS or FedEx) to the address set forth below or such other address as each party may designate by notice given in accordance with this Paragraph.

If to TENANT: ATLASMD, LLC
Attn: Josh Umbehr, MD
10500 E. Berkeley Sq. Pkwy, Suite 200
Wichita, KS 67206
(316)

If to LANDLORD: H2 Corporate Office, LLC
Attn: Building Manager
10500 E. Berkeley Sq. Pkwy
Suite 100
Wichita, KS 67206
(316) 636-2090

With a copy to: H2 Corporate Office, LLC
Attn: In-House Counsel
10500 E. Berkeley Sq. Pkwy
Suite 100
Wichita, KS 67206
(316) 636-2090

Any party sending notice under this Lease shall also send a copy of such notice to the following:

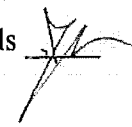
Sunflower Bank, N.A.
Attn: Trust Dept.
2090 South Ohio
Salina, Kansas 67402

Sunflower Bank, N.A.
Attn: President
201 N. Main
Wichita, Kansas 67202

Landlord's Initials



Tenant's Initials



11.08 AMERICAN'S WITH DISABILITIES ACT OF 1990. TENANT shall comply with the American's with Disabilities Act of 1990 ("ADA") and the Regulations promulgated thereunder, and without limiting the foregoing, all responsibility for compliance with the ADA within the Premises and the activities conducted by TENANT within the Premises shall be exclusively that of TENANT, which responsibility TENANT hereby expressly assumes. Any alteration to the Premises made by TENANT for the purpose of complying with the ADA shall be done in accordance with this Lease; provided that such alterations shall not constitute LANDLORD'S assumption, in whole or in part, of TENANT'S responsibility for compliance with the ADA, or representation of confirmation by LANDLORD that such alterations comply with the provisions of ADA. TENANT shall indemnify, defend with counsel acceptable to LANDLORD and hold LANDLORD harmless from and against any claims, damages, costs and liabilities arising out of TENANT'S failure, or alleged failure, to comply with the ADA or which otherwise require compliance with the ADA, such indemnification shall survive the termination of this Lease.

LANDLORD shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the Regulations promulgated thereunder, and, without limiting the foregoing, all responsibility for compliance with the ADA within the Common Areas of the Building, which responsibility LANDLORD hereby expressly assumes. LANDLORD shall indemnify, defend with counsel and hold TENANT harmless from and against any claims, damages, costs and liabilities arising out of LANDLORD'S failure, or alleged failure, to comply with the ADA or which otherwise require compliance with the ADA, such indemnification shall survive the termination of this Lease.

11.09 JOINT AND SEVERAL LIABILITY. If there is more than one TENANT, the obligations hereunder imposed upon TENANT shall be joint and several.

11.10 SUCCESSORS. Except as otherwise specifically provided, the terms, covenants and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators and assignees of the parties to this Lease.

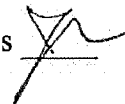
11.11 MERGER. The voluntary or other surrender of this Lease by TENANT or the cancellation of this Lease by mutual agreement of LANDLORD and TENANT shall not work a merger, and shall at LANDLORD'S option terminate all or any subleases or subtenancies. LANDLORD'S option shall be exercised by notice to TENANT and all known TENANTS under any sublease or subtenancy.

11.12 RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall create any relationship between the LANDLORD and TENANT other than that of LANDLORD and TENANT, and it is acknowledged and agreed that LANDLORD does not in any way or for any purpose become a partner of TENANT in the conduct of TENANT'S business, or a joint venturer or a member of a joint or common enterprise with TENANT.

Landlord's Initials



Tenant's Initials



11.13 CORPORATE, LLC, OR PARTNERSHIP AUTHORITY. If TENANT is a corporation, TENANT shall, upon request from LANDLORD, furnish LANDLORD with a certified copy of resolutions of the Board of Directors of TENANT authorizing this Lease and granting the person or persons who executed this Lease the authority to execute it. If TENANT is a limited liability company, TENANT shall, upon request of LANDLORD, furnish LANDLORD with documentation that the person authorizing this lease has the authority as managing member, to execute it. If TENANT is a general or limited partnership and less than all the general partners of TENANT have executed this Lease, TENANT shall, upon request of LANDLORD, furnish LANDLORD with an agreement executed by all partners authorizing this Lease and granting the person or persons who executed this Lease the authority to execute it.

11.14 WAIVER OF JURY TRIAL. In event suit or action is commenced by either LANDLORD or TENANT against the other in connection with any controversy arising out of this Lease, LANDLORD and TENANT each hereby waive their right to a jury trial.

11.15 ATTORNEYS' FEES. In the event of litigation between the parties hereto declaratory or otherwise, for the enforcement of any of the covenants, terms and conditions of this Lease, the losing party shall pay the costs thereof and reasonable attorneys' fees which shall be determined and taxed by the court as part of the costs of such action.

11.16 SEVERABILITY. If any clause or provision of this Lease is held to be illegal, invalid or unenforceable under present or future law effective during the term of this Lease, the remainder of this Lease shall not be affected thereby. In lieu of such clause or provision held to be illegal, invalid or unenforceable there shall be added, as a part of this Lease, a clause or provision as similar in terms as possible, which shall be legal, valid and enforceable.

11.17 GENDER. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

11.18 BUILDING NAME. LANDLORD shall have the right, after 30 days notice to TENANT, to change the name, number or designation of the Building without liability to TENANT.

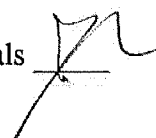
11.19 GOVERNING LAW. This Lease will be governed by and construed in accordance with the laws of the State of Kansas, without regard to choice of law or conflicts of law principles. The parties consent to the jurisdiction and venue of the state or federal courts located in Sedgwick County, Kansas, and hereby waive personal service.

11.20 FORCE MAJEURE. The parties shall not be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by acts of God,

Landlord's Initials



Tenant's Initials



strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the parties and which by the exercise of due diligence the parties are unable, wholly or in part, to prevent or overcome.

11.21 TIME OF THE ESSENCE. In all instances where the parties are required by the terms and provisions of this Lease to pay any sum or to do any act at a particular indicated time or within an indicated period, it is understood and agreed that time is of the essence.

11.22 EXHIBITS. The following indicated Exhibits are attached to this Lease and incorporated by reference and made a part of this Lease as if here fully set forth.

<u>X</u>	Exhibit A - Description Of Real Property And Floor Plan
<u>X</u>	Exhibit B - Rules and Regulations
<u>X</u>	Exhibit C - Additional Terms
<u>X</u>	Exhibit D - Estimated Operating Expenses

If any provision or provisions set out in said Exhibits are in conflict with any other provisions of the Lease, the provision or provisions set forth in said Exhibit shall be controlling.

11.23 ENTIRE AGREEMENT; CAPTIONS. This Lease contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties and not contained in this Lease shall be of any force and effect. Neither this Lease nor any provisions hereof may be changed, waived, discharged or terminated except in writing executed by LANDLORD and TENANT, and approved in writing by Sunflower Bank, N.A., Salina, Kansas, as Bond Trustee. The captions for sections of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part of this Lease.

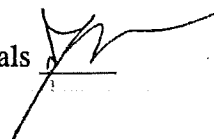
11.24 NO JOINT VENTURE OR PARTNERSHIP. This Lease shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between LANDLORD and TENANT. Each party shall perform its obligations hereunder and neither shall be deemed an agent or partner of the other. Neither party shall have any right, power, or authority to enter into any agreement or bind or incur any obligation or liability on behalf of the other party.

11.15 COMPLIANCE WITH APPLICABLE LAWS. TENANT shall comply with all applicable laws, regulations, and/or ordinances and shall not permit its employees, agents, invitees, or licensees to engage in any activity, while on the Premises, that would violate any applicable laws, regulations, and/or ordinances.

Landlord's Initials

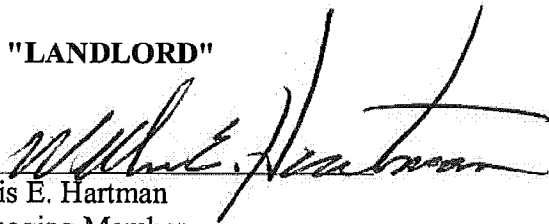


Tenant's Initials

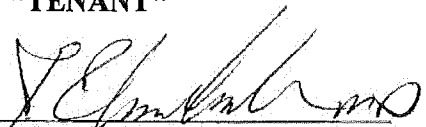


IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

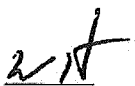
"LANDLORD"

By 
Willis E. Hartman
Managing Member

"TENANT"

By 
Josh Umbehrr, MD for ATLASMD, LLC
Managing Member

Landlord's Initials



Tenant's Initials

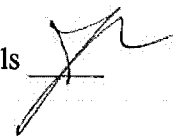


EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND FLOOR PLAN

The Premises commonly known as 10500 E. Berkeley Square Pkwy, Suite 200, Wichita, Kansas and legally described as Lot 1, Block 1, Greenwich Office Park Addition, Wichita, Sedgwick County, Kansas.

FLOOR PLAN

(no scale)

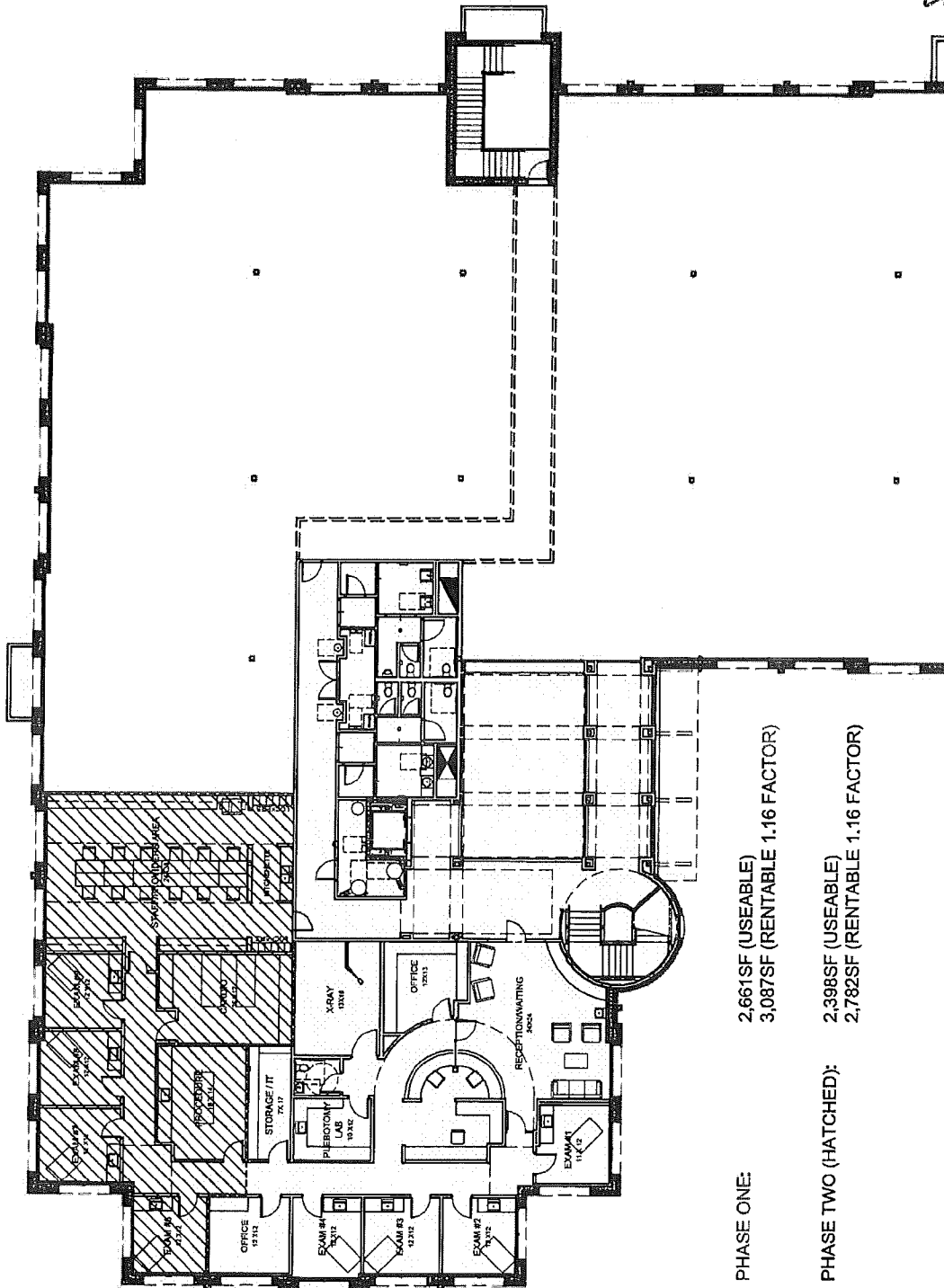
See Schedule 1 to Exhibit A attached hereto.

Landlord's Initials

WIT

Tenant's Initials

JS



PHASE ONE: 2,661SF (USEABLE)
3,087SF (RENTABLE 1.16 FACTOR)

PHASE TWO (HATCHED): 2,398SF (USEABLE)
2,782SF (RENTABLE 1.16 FACTOR)

SHELDEN ARCHITECTURE
1015 WEST 10TH, SUITE 100
WICHITA, KANSAS 67203 TEL: 314.241.4500
FAX: 314.241.4501

DR. UMBEHR TENANT FINISH - HARTMAN OIL OFFICE BUILDING - SECOND FLOOR
13TH AND GREENWICH - WICHITA, KANSAS

SCHEDULE 1

EXHIBIT B

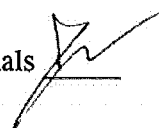
RULES AND REGULATIONS

1. TENANT shall maintain all portions of the Premises and immediately adjoining areas in a good, clean, orderly, and safe condition. The sidewalks, driveways and entrances shall not be obstructed by any Tenant or used for any purpose other than ingress and egress to and from the Premises and TENANT shall not permit any of its employees, agents, or invitees to congregate in any of said areas nor go upon the roof of the Building.
2. No awnings or projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of LANDLORD. Such permitted curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner, approved by LANDLORD, and, if same are provided by LANDLORD, shall not be removed. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building.
3. No sign, insignia, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed by any TENANT on any part of the outside or inside of the Premises or of the Building without prior written consent of LANDLORD. In the event of the violation of the foregoing by TENANT, LANDLORD, upon twenty-four (24) hours written notice, may remove the same without any liability, and may charge the expense incurred in such removal to the TENANT for TENANT'S violation of this rule. Interior signs and lettering on doors and directory shall, if and when approved by LANDLORD, be inscribed, painted or affixed for each TENANT by LANDLORD at the expense of such TENANT, (unless furnished by LANDLORD) and shall be of a size, color, and style acceptable to LANDLORD.
4. The water closets and other plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids, feminine products, or other substances shall be thrown or deposited therein. All damages resulting from any misuse of the fixtures shall be borne by TENANT who, or whose servants, employees, agents, visitors or licensees shall have caused such damage.
5. No TENANT shall mark, paint, drill into, or in any way deface any part of the Premises of the Building. No nailing, boring, screwing, cutting, or stringing of wires shall be permitted, except with prior written consent of LANDLORD and as LANDLORD may direct.
6. No bicycles, vehicles, animals (except seeing-eye dogs), or birds of any kind shall be brought into or kept in or about the Premises or the Building, other than those bicycles and vehicles kept outside of the building and used in the normal course of daily access by an

Landlord's Initials



Tenant's Initials



employee or client of TENANT and shall not be left beyond the time during which such employee or client is in the Premises in the normal course of business.

7. No noise, including but not Limited to, music or the playing of musical instruments, recording, radio or television, which in the judgment of LANDLORD, might disturb other TENANTS in the Building shall be made or permitted by TENANT. Nothing shall be done or permitted in the Premises by any TENANT, which would impair or interfere with the use or enjoyment by any other TENANT.

8. No TENANT, nor any of TENANT'S employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluids, chemicals or substances, beyond those necessary for the conduct of the medical office, and its associated diagnostic and treatment activities. TENANT shall take all prudent care to prevent inadvertent explosion or ignition of any such chemicals or substances.

9. No additional locks or bolts shall be placed upon the doors or window by TENANT, or changes of any kind made to those currently existing lock and bolts unless previously approved in writing by LANDLORD. LANDLORD will not unreasonably withhold permission to install appropriate security equipment to safeguard patient records and federally controlled medications which may be on the premises. LANDLORD will furnish two (2) keys for each lock in the Premises. Additional keys will be ordered through LANDLORD and paid for by TENANT. Upon the termination of its tenancy, TENANT shall turn over to the LANDLORD all lock combinations and keys for the Premises and left safes and vaults, either furnished to, or otherwise procured by, such TENANT, or reimburse LANDLORD for all expenses necessary to obtain such keys and combinations.

10. All safes, furniture, or other heavy articles shall be carried up, into or out of the Building or Premises only at such times and in such manner as shall be determined by the LANDLORD from time to time and the LANDLORD shall have the right to specify the acceptable weight for any specific position of any such safe or heavy article. Any damage done to the Building by taking in or removing any such article or overloading any floor or elevator in any way shall be paid by the TENANT. Only hand trucks with rubber tires, side guards and such other safeguards as LANDLORD shall require may be used in the Building and/or Premises for moving or delivery of any articles. Any damage done to the Building by such delivery or movement or articles shall be paid by the TENANT causing or requesting such activity.

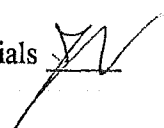
11. Nothing shall be thrown out of the windows of the Building.

12. TENANT, before closing and leaving the Premises at any time, shall see that all operable windows are closed, all lights not required for the operations of the TENANT within control of the TENANT are turned out, and thermostats adjusted as appropriate to conserve energy. All entrance doors in the demise Premises shall be left locked by TENANT when the Premises are

Landlord's Initials



Tenant's Initials



not in use. Entrance doors shall not be left open at any times beyond the normal operating hours of TENANT'S business operations.

13. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

14. TENANT shall use reasonable efforts to not cause or permit any odors of cooking or other processes or any unusual or objectionable odors to emanate from the Premises, which would annoy other TENANTS or create a public or private nuisance. No cooking, other than microwave cooking of prepackaged meal items or snack items shall be done in the Premises except as is expressly permitted in the foregoing Lease or by LANDLORD.

15. If LANDLORD has agreed to provide parking for TENANT, or if LANDLORD leases parking stalls to TENANT, TENANT, its employees, and guests shall park their cars only in the areas so designated by LANDLORD from time to time. TENANT shall make reasonable efforts to ensure that no car shall be parked in such a manner to occupy more than one stall or to impede the use of another stall. Repeated failure to park cars in such designated areas or manner shall be grounds for towing the improperly parked vehicle at the expense of TENANT. . TENANT shall make reasonable efforts to ensure that no vehicle of TENANT, or TENANT's employees or guests, may be in such condition that allows leaking fluids to damage or stain the parking surfaces. Repeated violations may result in the assessment of those direct costs to repair and maintain those areas damaged as additional rent and the remainder of the Lease obligations by both parties would still remain in force and effect. The TENANT agrees, upon written notice from LANDLORD, to furnish within three (3) days the description, state and license numbers of all cars for occupants of the Premises.

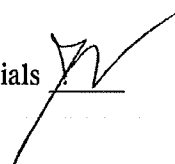
16. LANDLORD reserves the right to make additional rules and regulations or to rescind, alter or waive any rule or regulation at any time when in its sole judgment it deems it necessary or desirable for the reputation, appearance, safety, operation, or maintenance of the Building, or the equipment thereof, or the comfort of TENANT or others in the Building. Such changes, waivers, additional rules and regulations will not unreasonably prejudice TENANT'S ability to conduct the customary and normal operations of its business. No recession, alteration or waiver of any rule or regulation in favor of one TENANT shall operate as a rescission, alteration or waiver in favor of any other TENANT.

17. LANDLORD has designated 10500 E. Berkeley Square Pkwy as a totally non-smoking building. The designated smoking area will be inside the smoker's vehicle. Absolutely no smoking will be permitted at either entrance of the Building.

Landlord's Initials



Tenant's Initials



**EXHIBIT C
ADDITIONAL TERMS**

1. LANDLORD shall not market the rentable square feet adjacent to the Premises ("Expansion Area") until June 30, 2011. Thereafter, TENANT shall lease the area at the same rate as then initial space rate.
2. TENANT shall rent the Premises as is.
3. LANDLORD shall provide TENANT with a Tenant Improvement allowance of \$40.00 per useable square foot on the initial space (2,661 square feet) and \$35.00 per useable square foot in the Expansion Area.
4. Ink Construction, LLC shall provide all construction work.
5. The rental rate shall be as follows:

Month	Full Service Rate per Square Foot
1-24	\$18.50
25-48	\$21.00
49-72	\$22.00
73-96	\$23.00

Please note that the rental rates above are estimated and are subject to change.

6. TENANT shall be responsible for the proper disposal of all medical waste and for cleaning within its suite. TENANT shall not dispose of any medical waste or hazardous material in the disposal facility for refuse provided by LANDLORD.
7. TENANT shall have two (2) five (5) year options to renew at the following rates:

Years	Full Service Rate per Square Foot
9-13	\$24.00
14-18	\$26.00
8. TENANT shall have access to a minimum of four (4) parking spaces for every one thousand (1,000) rentable square feet leased.
9. TENANT, at TENANT's cost, shall be allowed to place signage on the Building's monument sign as well as adjacent to the TENANT's interior suite. All signage shall meet City codes and is subject to LANDLORD's review and approval.
10. TENANT and its patients shall have 24 hour access to the Premises. Any afterhour's visits shall be handled in a manner that is mutually acceptable to TENANT and LANDLORD.
11. TENANT may holdover at a rental rate of 125% of its then current rate.

Landlord's Initials



Tenant's Initials

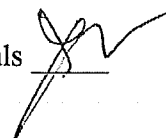


EXHIBIT D

ESTIMATED CURRENT OPERATING EXPENSES PER SQUARE FOOT

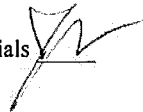
Taxes	\$1.42
Insurance	\$0.39
Utilities	\$3.16
Landscape	\$0.92
Building/Common Areas	\$0.15
Management/Pro. Fees	\$0.11
Maintenance/Repair	\$0.12
Trash	\$0.09
Common Area Cleaning	
Total	\$6.36

Tenant Premises Janitorial Services to be provided by TENANT

Landlord's Initials



Tenant's Initials



City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Health Care Facilities Improvement Revenue Bonds (Larksfield Place) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place Ordinance on first reading.

Background: On April 14, 2010, City Council approved a six-month letter of intent to issue Health Care Facility Revenue Bonds, in an amount not-to-exceed \$12.8. million, to Larksfield Place (“Larksfield”) for the purpose of construction of approximately 90,000 square feet buildings for expanded care facilities located at 2800 North Rock Road on 8 acres of greenfield space. Larksfield Place is requesting issuance of the bonds at this time.

Analysis: Larksfield Place is a not-for-profit comprehensive retirement and nursing facility that has operated in Wichita for over 21 years. Larksfield provides retirement care services including independent living, home health care, dementia care and other ancillary services. The current project will complete Larksfield’s continuum of care and will offer assisted living and memory care services. Bond proceeds will finance the construction of a 14,000 square foot commons area with dining and recreation areas and physical therapy services. The expansion also includes an assisted living center with 32 apartments and a memory care center with 32 apartments. The memory care center will also provide dining and activity areas. The expansion will create approximately 76 new positions

As a not-for-profit 501 (c)(3) corporation, Larksfield Place is eligible to receive tax-exempt revenue bond financing. The bonds will be privately placed with UMB Bank, N.A. The City’s contract bond counsel firm, Kutak Rock LLP, is serving as bond counsel in the transaction.

The project estimates are as follows:

	<u>Estimated Sources of Funds</u>	
Bond Proceeds		\$12,800,000
Larksfield Equity		<u>2,700,000</u>
Total Sources		\$15,500,000
	<u>Estimated Uses of Funds</u>	
Project Fund		\$14,733,000
Capitalized Interest		285,000
Debt Service Reserve Fund		200,000
Cost of Issuance		189,000
Real Estate Expense		73,000
Miscellaneous		<u>20,000</u>
Total Uses		\$15,500,000

Larksfield Place currently has an approved EEO/AA Plan on file with the City.

Financial Considerations: Larksfield Place agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. Larksfield Place is generally exempt from ad valorem taxes pursuant to Kansas law. Therefore, no tax exemption is requested in conjunction with issuance of Health Care Facilities Revenue Bonds. If a tax exemption is not requested, a cost-benefit analysis from the Center for Economic Development and Business Research at WSU is not required as there is no cost to the City.

Larksfield has advised staff that they do not have a statutory exemption for sales tax, therefore are requesting a sales tax exemption with the project at this time. The approximate value of the exemption is \$928, 179.

Goal Impact: Economic Vitality and Affordable Living. The Economic Vitality of the community is being enhanced with the continuum of healthcare in Wichita.

Legal Considerations: Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The City's Law Department will review and approve the final form of bond documents prior to the issuance of any bonds. The public hearing held in conjunction with this item is in compliance with the Tax Equity and Fiscal Responsibility Act ("TEFRA") hearing requirement in the federal tax code for tax-exempt bonds.

Recommendations/Actions: It is recommended that City Council close the public hearing and place on first reading the ordinance authorizing the issuance of Health Care Facilities Revenue Bonds to Larksfield Place, in an amount not-to-exceed \$12,800,000, subject to the Letter of Intent Conditions, authorize staff to apply for the sales tax exemption and authorize the necessary signatures.

Attachments: Bond Ordinance

(Published in *The Wichita Eagle* on May __, 2010)

ORDINANCE NO. 48-736

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS RETIREMENT COMMUNITY REVENUE BONDS, SERIES III, 2010 (LARKSFIELD PLACE RETIREMENT COMMUNITIES, INC. PROJECT), IN THE AGGREGATE PRINCIPAL AMOUNT OF \$12,800,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND EQUIPPING A RETIREMENT COMMUNITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for agricultural, commercial, hospital, industrial, natural resources, recreational development and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Retirement Community Revenue Bonds, Series III, 2010 (Larksfield Place Retirement Communities, Inc. Project), in the aggregate principal amount of \$12,800,000 (the “2010 Bonds”), for the purpose of paying the costs of acquiring, constructing and equipping an approximately 90,000 square foot health care facility (the “Project”) as more fully described in the Indenture (hereinafter defined) and in the Lease (hereinafter defined) hereinafter authorized for lease by the Issuer to Larksfield Place Retirement Communities, Inc., a Kansas not-for-profit corporation (the “Tenant”); and

WHEREAS, the 2010 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2010 Bonds to execute and deliver (i) a Trust Indenture dated the date set forth therein (the “Indenture”), with UMB Bank, N.A., Wichita, Kansas, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the 2010 Bonds; (ii) a Lease Agreement dated the date set forth therein (the “Lease”), between the Tenant and the Issuer in consideration for payments of Basic Rent and Additional Rent provided for therein, (iii) a Bond Placement Agreement dated the date set forth therein providing for the sale of the 2010 Bonds by the Issuer to UMB Bank, N.A., and (iv) an Administrative Service Fee Agreement dated the date set forth therein, between the Issuer and the Tenant (collectively, the “Bond Documents”); and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Authority to Cause the Project to be Acquired, Constructed and Equipped.

The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be acquired, constructed and equipped, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the 2010 Bonds. The Issuer is hereby authorized and directed to issue the 2010 Bonds, to be designated “City of Wichita, Kansas, Retirement Community Revenue Bonds, Series III, 2010 (Larksfield Place Retirement Communities, Inc. Project)” in the aggregate principal amount of \$12,800,000. The 2010 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2010 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The 2010 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 3. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant, all pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of 2010 Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the 2010 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2010 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer’s official seal.

Section 5. Pledge of the Project and Net Revenues. The Issuer hereby pledges its interest in the Project and the net revenues generated under the Lease to the payment of the 2010 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the 2010 Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 6. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the 2010 Bonds and the Bond

Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 7. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on May 18, 2010.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

By _____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: ZON2010-00012 – Amendment #1 to Protective Overlay #219 for items C and J;
generally located southeast of the intersection of Mid-Continent Drive and
University Avenue. (District V)

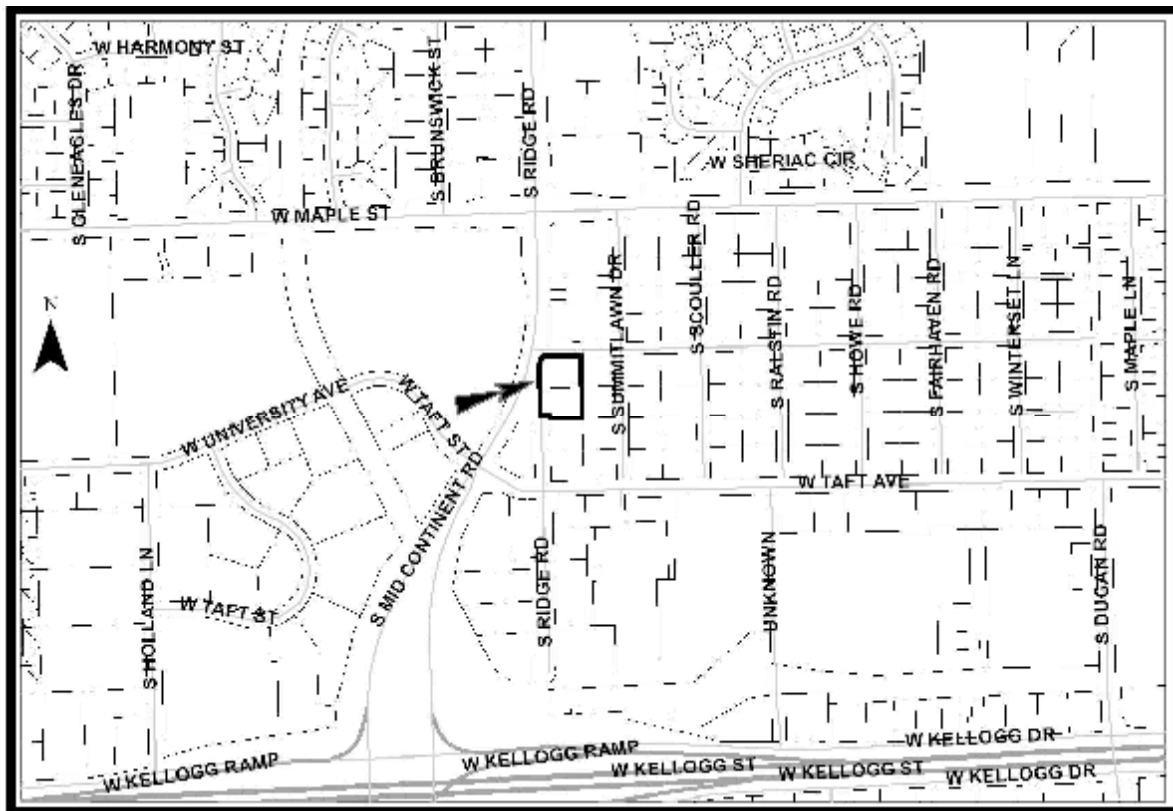
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

DAB IV Recommendation: Approve, vote (8-0).

MAPC Recommendation: Approve, vote (12-0).

MAPD Staff Recommendation: Approve.



Background: On December 16, 2008, the Wichita City Council approved ZON2008-00022, which granted LC Limited Commercial (“LC”) zoning subject to Protective Overlay (“PO”) #219 on 1.34 acres located at the southeast corner of South Ridge Road and West University Avenue. The 1.34 acres was platted in 2009 as the Ridge 400 Addition. PO #219 was adjusted in 2009 (a required 15-foot landscape buffer was reduced to 10 feet, item F) and currently exists as written below:

- A. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building that faces residential zoning or is across the street from any property that is in a residential zoning district. Signs shall be a monument style and all other signs shall be according to the City of Wichita sign code for the LC Limited Commercial zoning district.
- B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- C. Outdoor speakers and sound amplification systems shall not be permitted.
- D. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- E. A six (6) to eight (8) foot tall masonry wall shall be constructed parallel to the east property lines of the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A six (6) to eight (8) foot tall cedar fence shall be constructed parallel to the south property lines of the subject site, where it abuts existing single-family residences and the SF-5 Single-family Residential zoning.
- F. A 10-foot wide landscape buffer will be provided along the south and east sides of the subject site. A minimum of 5-foot tall evergreens will be planted at 20-foot centers along the south and east sides. Landscaping will be 1.5 times more than the minimum required by the Landscape Ordinance along the site’s street frontages.
- G. All deliveries and trash service shall be between the hours of 6 AM and 10 PM.
- H. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- I. At the time of platting all access onto public right-of-way, cross lot access, utility easements, drainage and the final size and configuration of the subject site shall be resolved, per the standards of the Subdivision standards, as reviewed and recommended by the staff and the appropriate appointed and governing bodies.
- J. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

The applicant requests an amendment to Protective Overlay #219 for items C and J. Currently, item C reads that outdoor speakers and sound amplification systems shall not be permitted. The applicant proposes to add to item C: *“with the exception of restaurant order boards”* so that the amended item would state:

“Outdoor speakers and sound amplification systems shall not be permitted, with the exception of restaurant order boards.”

The applicant would also like to amend item J by removing a use from the list of prohibited uses on the site. Currently, item J reads that a restaurant with drive-in or drive-thru facilities shall not be a permitted use on the subject site. The applicant proposes to remove *“restaurant with drive-in or drive-thru facilities”* so that the amended item would state:

“The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; service station; tavern and drinking establishment; and vehicle repair.”

The application area is located on the east side of South Mid-Continent Drive, just northeast of the Mid-Continent Drive and west Taft Avenue intersection. The property to the north is zoned LC and the land use consists of a fast food restaurant. The property to the south is zoned SF-5 Single-family Residential (“SF-5”) and is developed with a single-family residence. The property to the west, across Mid-Continent Drive, is zoned LC and is developed with a large retail store (Lowe’s). The property to the east is zoned SF-5 and is developed with single-family residences.

If approved, the order board would be subject to the noise compatibility standard (Sec. IV-C.6) that requires that no sound amplification system for projecting human voices shall be permitted on any property zoned NO Neighborhood Office or more intensive if the music and/or voices can be heard within any residential zoning district that is located within 500 feet of the subject site.

Average daily traffic (“ADT”) counts for the peak hour on a Saturday for a sit-down restaurant without an order board have been reported at 20 ADT per 1,000 square feet of floor area; whereas restaurants with drive-thru or order boards have been reported at 59 ADT per 1,000 square feet of floor area.

Analysis: At the DAB V meeting held April 5, 2010, the DAB voted (8-0) to recommend approval of the Amendment to Protective Overlay #219. The DAB made the approval with an addition to the amendment request to change the hours of trash pickup and deliveries from beginning at 6am, moving that time up to 8am (Item G). The case was approved by consent and there was no one in the public to speak for or against the application.

At the MAPC meeting held April 15, 2010, the MAPC voted (12-0) to recommend approval subject to staff recommendations; the MAPC recommendation is to APPROVE subject to an amended PO #219 as follows:

- 1) Item (C) shall be amended to read: *“Outdoor speakers and sound amplification systems shall not be permitted, with the exception of restaurant order boards.”*
- 2) Item (G) shall be amended to read: *“All deliveries and trash service shall be between the hours of 8:00 AM and 10:00 PM.”*
- 3) Item (J) shall be amended to read: *“The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; service station; tavern and drinking establishment; and vehicle repair.”*

The case was approved by consent and there was no one in the public to speak for or against the application.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the Amendment to Protective Overlay #219 and place the ordinance on first reading.

ORDINANCE NO. 48-740

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2010-00012

Request to amend Protective Overlay 219 on property described as:

Lot 1 and Reserves "A" and "B", Block A, Ridge 400 Addition to the City of Wichita, Sedgwick County, Kansas. Generally located southeast of the intersection of Mid-Continent Drive and west University Avenue.

THE AMENDED PROVISIONS OF PROTECTIVE OVERLAY DISTRICT 219:

- 1) Item (C) shall be amended to read: *"Outdoor speakers and sound amplification systems shall not be permitted, with the exception of restaurant order boards."*
- 2) Item (G) shall be amended to read: *"All deliveries and trash service shall be between the hours of 8:00 AM and 10:00 PM."*
- 3) Item (J) shall be amended to read: *"The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; service station; tavern and drinking establishment; and vehicle repair."*

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 18th day of May, 2010.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXCERPT OF THE APRIL 15, 2010 MAPC HEARING

Case No.: ZON2010-12 - LHK Properties, LC (Applicant/Owner) Classic Real Estate, c/o Christian Ablah (Applicant/Contract Purchaser) Baughman Company, c/o Phil Meyer (Agent) Request Amendment #1 to Protective Overlay #219 for items C and J on property described as;

Lot 1, Block A and Reserves "A" and "B" Ridge 400 Addition to Wichita, Sedgwick County, Kansas, generally located southeast of the intersection of Mid-Continent Drive and W. University Avenue.

BACKGROUND: On December 16, 2008, the Wichita City Council approved ZON2008-00022, which granted LC Limited Commercial ("LC") zoning subject to Protective Overlay ("PO") #219 on 1.34 acres located at the southeast corner of South Ridge Road and West University Avenue. The 1.34 acres was platted in 2009 as the Ridge 400 Addition. PO-219 was adjusted in 2009 (a required 15-foot landscape buffer was reduced to 10 feet, item F), and currently exists as written below:

- A. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building that faces residential zoning or is across the street from any property that is in a residential zoning district. Signs shall be a monument style and all other signs shall be according to the City of Wichita sign code for the LC Limited Commercial zoning district.
- B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- C. Outdoor speakers and sound amplification systems shall not be permitted.
- D. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- E. A six (6) to eight (8) foot tall masonry wall shall be constructed parallel to the east property lines of the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A six (6) to eight (8) foot tall cedar fence shall be constructed parallel to the south property lines of the subject site, where it abuts existing single-family residences and the SF-5 Single-family Residential zoning.
- F. A 10-foot wide landscape buffer will be provided along the south and east sides of the subject site. A minimum of 5-foot tall evergreens will be planted at 20-foot centers along the south and east sides. Landscaping will be 1.5 times more than the minimum required by the Landscape Ordinance along the site's street frontages.
- G. All deliveries and trash service shall be between the hours of 6 AM and 10 PM.
- H. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- I. At the time of platting all access onto public right-of-way, cross lot access, utility easements, drainage and the final size and configuration of the subject site shall be resolved, per the standards of the Subdivision standards, as reviewed and recommended by the staff and the appropriate appointed and governing bodies.
- J. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

The applicant requests an amendment to Protective Overlay #219 for items C and J. Currently, item C reads that outdoor speakers and sound amplification systems shall not be permitted. The applicant

proposes to add to item C: “with the exception of restaurant order boards” so that the amended item would state:

“Outdoor speakers and sound amplification systems shall not be permitted, with the exception of restaurant order boards.”

The applicant would also like to amend item J by removing a use from the list of prohibited uses on the site. Currently item J reads that a restaurant with drive-in or drive-thru facilities shall not be a permitted use on the subject site. The applicant proposes to remove “restaurant with drive-in or drive-thru facilities” so that the amended item would state:

“The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; service station; tavern and drinking establishment; and vehicle repair.”

The application area is located on the east side of South Mid-Continent Drive, just northeast of the Mid-Continent Drive and west Taft Avenue intersection. The property to the north is zoned LC and the land use consists of a fast food restaurant. The property to the south is zoned SF-5 Single-family Residential (“SF-5”) and is developed with a single-family residence. The property to the west, across Mid-Continent Drive, is zoned LC and is developed with a large retail store (Lowe’s). The property to the east is zoned SF-5 and is developed with single-family residences.

If approved, the order board would be subject to the noise compatibility standard (Sec. IV-C.6) that requires that no sound amplification system for projecting human voices shall be permitted on any property zoned NO Neighborhood Office or more intensive if the music and/or voices can be heard within any residential zoning district that is located within 500 feet of the subject site.

Average daily traffic (“ADT”) counts for the peak hour on a Saturday for a sit-down restaurant without an order board have been reported at 20 ADT per 1,000 square feet of floor area; whereas restaurants with drive-thru or order boards have been reported at 59 ADT per 1,000 square feet of floor area.

CASE HISTORY: ZON2008-00022 granted LC zoning to the application area subject to Protective Overlay #219. ZON2009-00017 was an administrative adjustment to the PO to reduce the width of the east buffer from 15 feet to 10 feet. The application area is Lot 1 and Reserves “A” and “B”, Block A, Ridge 400 Addition, recorded in May 2009.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Restaurant
SOUTH:	SF-5	Residential
EAST:	SF-5	Residential
WEST:	LC	Retail

PUBLIC SERVICES: Mid-Continent Drive, along the west side of the subject site, is a paved eight-lane principal arterial with approximately 51,500 average daily trips. The nearest major intersection, Mid-Continent and West Taft Avenue is located approximately 430-feet southwest of the subject site. West Taft Avenue is a paved four-lane urban collector with approximately 14,450 average daily trips. All municipal services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The Land Use Guide of the Comprehensive Plan identifies this area as “Local Commercial.” “This category encompasses areas that contain concentrations

of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of recommended uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities. On a limited presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing.” In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the **Commercial/Office Objective** to “Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses,” as well as **III.B.3**. Work with property owners and businesses to reduce the number of access points along arterial streets, thus improving traffic safety and flow, and **Strategy III.B.6** recommends that traffic generated by commercial activities be channeled to the closest major thorough-fare with minimum impact upon local residential streets.

Commercial Locational Guideline #1 of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. The proposed development complies with this guideline. **Commercial Locational Guidelines #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use; **#5** commercially-generated traffic should not feed directly onto local residential streets and **#6** commercial uses that are not located in planned centers or nodes (including large free-standing buildings, auto-related and non-retail uses) should be guided to other appropriate areas such as the CBD fringe; segments of Kellogg; established areas of similar development; and, areas where traffic patterns, surrounding land uses and utilities can support such development.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to an amended PO-219 as follows:

Item (C) shall be amended to read: “*Outdoor speakers and sound amplification systems shall not be permitted, with the exception of restaurant order boards.*”

Item (J) shall be amended to read: “*The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; service station; tavern and drinking establishment and vehicle repair.*”

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The application area is located on the east side of South Mid-Continent Drive, just northeast of the South Mid-Continent Drive and West Taft Avenue intersection. The property to the north is zoned LC and the land use consists of a fast food restaurant. The property to the south is zoned SF-5 Single-family Residential (“SF-5”) and is developed with a single-family residence. The property to the west, across Mid-Continent Drive, is zoned LC and is developed with a large retail store (Lowe’s). The property to the east is zoned SF-5 and is developed with single-family residences. At this point in time, the application area is the transitional boundary from non-residential zoning and land use to less intense zoning and land use.
2. The suitability of the subject property for the uses to which it has been restricted: The site could be developed with a variety of uses with potential economic return as currently restricted.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed amendment to PO-219 would allow the use of drive-in or drive-thru order boards,

which are currently restricted. The order boards have the potential to have a negative effect on the residences to the east of the subject site, depending on the location of the order board(s) on the subject site. Over time staff has received a number of complaints on a city-wide basis from residences regarding speaker systems at a variety of uses, such as car lots, convenience stores and drive-in restaurants. The original PO restriction was put in to protect the remaining contiguous residences that potentially could be rezoned at some future point. If the order board is operated within code it should not detrimentally impact nearby property. The addition of a restaurant with drive-in or drive-thru facilities could increase traffic, noise, and fugitive debris.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Land Use Guide of the Comprehensive Plan identifies this area as "Local Commercial." "This category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of recommended uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities. On a limited presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing." In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the Commercial/Office Objective to "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses," as well as III.B3. Work with property owners and businesses to reduce the number of access points along arterial streets, thus improving traffic safety and flow, and Strategy III.B.6 recommends that traffic generated by commercial activities be channeled to the closest major thorough-fare with minimum impact upon local residential streets.
5. Impact of the proposed development on community facilities: The proposed amendment will not impact community facilities.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

He reported that DAB V recommended a change to the Protective Overlay regarding the trash pickup hours from 6:00 a.m. to 8:00 a.m. and said staff is okay with that recommended change.

FOSTER referred to the noise standard and asked if that was automatic or should that be added to the conditions for the case.

SLOCUM said the noise standard is automatic.

DIRECTOR SCHLEGEL asked if the applicant has agreed with the change suggested by the DAB.

SLOCUM said yes, the applicant has agreed to the DAB change.

PHIL MEYER, BAUGHMAN COMPANY, PA said they are in agreement with staff comments and the change recommended by the DAB.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **MITCHELL** seconded the motion, and it carried (12-0).



INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members
Mayor and Wichita City Council Members

FROM: Megan Buckmaster, Neighborhood Assistant District V

SUBJECT: ZON2010-00012

DATE: April 08, 2010

On Monday, April 05, 2010, the District Advisory Board (DAB) for Council District considered an Amendment #1 to Protective Overlay #219 for items C (outdoor speakers and sound amplification systems) and J (non-permitted uses: restaurant with drive-in or drive-thru facilities) on a property located at 7125 W. University Ave. which is southeast of the intersection of Mid-Continent Dr. and West University Ave. The Amendment would allow a restaurant order board and a drive-thru restaurant.

The DAB expressed several concerns:

- Screen material: masonry wall requirement
- Trash hours: change from 6 a.m. to 8 a.m.
- Proximity of residential properties
- Location of entrance/ exit
- Communication with residents

All concerns/ questions were addressed by planning staff and the agent for the applicant.

A motion was made to approve the recommendation move forward to Council for vote, with a change in the trash hours: 8:00 a.m. to 10:00 p.m. The motion passed 8-0.

Action: DAB V recommends this request, with trash hour changes, move forward to City Council for vote.

**City of Wichita
City Council Meeting
May 11, 2010**

TO: Wichita Airport Authority

SUBJECT: Greenwood Group – Lease Agreement – 1761 Airport Road

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: This facility, encompassing 14,677 sq. ft., is located at 1761 Airport Road on Wichita Mid-Continent Airport. It previously housed personnel from the Federal Aviation Administration (FAA) for the operation of an automated flight service station. When these services were relocated to Fort Worth, the facility was vacated by the FAA. However, on July 7, 2009, the WAA approved an agreement with the FAA for use of 4,185 sq. ft. of the facility to provide office space for the FAA's Airway Facilities Unit. In that the FAA does not require use of the entire facility, the remaining space has been converted into a multi-tenant office complex and is available for other aviation-related businesses.

Analysis: The Greenwood Group, of Ponca City, OK, which works with existing airport tenants in its business of providing government aircraft leasing, is interested in leasing 800 sq. ft. of office space commencing May 16, 2010. The agreement is for a one-year term with two, one-year options.

Financial Considerations: A rental rate of \$12 per sq. ft. will result in annual revenue to the Wichita Airport Authority of \$9,600 for use of the 800 sq. ft. Rent during the option periods, if exercised, will remain at the \$12 per sq. ft. rental rate.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through attracting businesses to locate on the Airport to facilitate business, while also generating revenue for the WAA, thereby allowing the airport to continue its operations on a self-sustaining basis.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement, and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

By and Between

THE WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

GREENWOOD GROUP

for

Use of Facility – 1761 Airport Road

Wichita Mid-Continent Airport

THIS AGREEMENT (“Agreement”), made and entered into this _____ by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "Lessor", and GREENWOOD GROUP, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of real property commonly known as 1761 Airport Road, Wichita, Kansas, as reflected on Exhibit A (“Premises”), and

WHEREAS, Lessee desires to lease and occupy a portion of the Premises; and

WHEREAS, Lessor is agreeable to leasing to Lessee a portion of the Premises.

NOW, THEREFORE, for and in consideration of the leasing of the Premises and of the covenants, agreements, and payments hereinafter set out, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES.** Lessor does hereby lease to Lessee a portion of the Premises located at 1761 Airport Road on Wichita Mid-Continent Airport, consisting of Eight Hundred (800) square feet, as outlined on Exhibit "A", attached hereto and made a part hereof.

2. **USE.** The demised Premises shall be used and occupied by Lessee for aviation purposes in conjunction with its business of government aircraft leasing.
3. **LESSOR'S RIGHTS & PRIVILEGES.** Lessor expressly reserves from the Premises:
 - (a) **Mineral Rights.** All gas, oil and mineral rights in and under the soil;
 - (b) **Air Space.** A public right of flight through the air space thereabove;
 - (c) **Radio/Wireless Communication Systems.** The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises. Revenue-producing communication systems or systems not directly applicable to Lessee's operations on the Premises are prohibited except upon the specific approval of the Lessor.
4. **LESSEE'S RIGHTS & PRIVILEGES.** Lessee shall have the following rights and privileges on the Premises and on the Airport:
 - (a) The right to install, operate, maintain, repair and store upon the Premises all equipment necessary for the conduct of Lessee's business.
 - (b) The right of ingress and egress to and from the Premises, which rights shall extend to Lessee's employees, invitees and guests, subject, however, to all reasonable security regulations; and
 - (c) The right in common with others authorized to do so to use the common areas of the Airport.
5. **TERM.** The term of this Agreement shall be for a period of one year, commencing May 16, 2010 and terminating May 15, 2011 unless otherwise extended according to the terms in Article 6, Renewal Option(s), of this Agreement.
6. **RENEWAL OPTION(S).** It is further understood and agreed that Lessee is hereby granted two (2) successive one (1) year options to renew this Agreement. The first one-year option shall be at the Lessee's discretion, provided Lessee is not in default hereunder beyond any applicable grace or cure periods in rental payments to Lessor at the time such notice is given. The second, successive one-year option shall be at Lessor's sole discretion. Notice of Lessee's intent to exercise each option shall be given by Lessee in writing to Lessor no later

than 90 days prior to the end of the original term or any option period. Subject to the provisions of this section, in the event that Lessee fails to give required notice to Lessor, this Agreement shall automatically terminate at the end of the previous term of this Agreement.

In the event Lessee exercises the option for the aforesaid additional term(s), all terms, covenants, conditions and provisions set forth in this Agreement shall be in full force and effect and binding upon Lessor and Lessee during such additional term(s).

7. **DEPOSIT.** A security deposit equal to one month's payment is due with the submission of the executed contract by the Lessee. This security deposit shall be retained by the Lessor during the term hereof as security for the full, faithful performance of and compliance with, on the part of the Lessor, all of the provisions, terms and conditions of this Agreement. Said security deposit shall be returned to Lessee upon expiration or termination of this Agreement less any moneys due the Lessor.
8. **RENTAL.** Rental for the use of the Eight Hundred (800) Sq. Ft. shall commence May 16, 2010 and shall be at the rate of Twelve Dollars (\$12) per square foot per year. This rental will result in an annual payment of Nine Thousand Six Hundred Dollars (\$9,600) or Eight Hundred Dollars (\$800) per month.

Lessee shall pay to Lessor in advance on the first day of each month, without demand or invoicing, facility rental for the Premises as set forth herein. In the event Lessee fails to make payment within ten (10) days of the dates due as set forth in this Article, then Lessor, may charge Lessee a monthly service charge equal to the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by Lessor in attempting to obtain payment.

All rental payments shall be made to The Wichita Airport Authority, 2173 Air Cargo Road, P. O. Box 9130, Wichita, Kansas 67277-0130.

9. **RENEWAL OPTION – RENTAL RATE.** It is understood and agreed between the parties that the rental rate during the first and second one-year option(s) shall continue at the Twelve Dollars (\$12) per square foot rate.

10. **UTILITIES.** The cost of electricity, gas, and water shall be included as a part of the lease rental rate. Any other costs, such as telephone and cable, but not limited to these, shall be at Lessee's initiation and expense. Lessor shall not be liable to Lessee for damages arising out of any cessation or interruption of gas, water, electricity, telephone, or other utility service during the lease term or any extension thereon.

Lessor is the only entity allowed to install or remove any cabling. Cabling includes, but is not limited to, any type of telecommunications or network cable such as CAT3, CAT5, CAT6; fiberoptics cable; and/or coaxial cable. Cabling for basic phone service shall be provided as part of the rental rate. However, should additional network cable, coaxial for security or fiber optic cable, be required for Lessee's operation, Lessee shall be required to make arrangements with Lessor, and such installation shall be at Lessee's expense. It shall be Lessee's responsibility to contract for services using such cables from Lessee's preferred service provider.

11. **MAINTENANCE AND REPAIR.** Lessee, at its sole expense, shall at all times keep and maintain said Premises in a clean and sightly condition, free of trash, debris and obstructions.

Lessee shall maintain and keep in repair at its own expense the interior of said Premises, keeping the same in proper condition, including painting, light bulb replacement, carpet cleaning and any other minor repairs required to keep the Premises in proper condition.

Lessor shall be responsible for structural repairs to the building (including walls and foundation), ballast replacement and for damages to property or equipment covered by insurance.

Lessor, its agents or employees, shall have the right to enter upon said Premises at any and all reasonable times to inspect the condition of the same. Should Lessee, refuse or neglect to maintain its Premises as herein provided, Lessor shall have the right to perform such maintenance on behalf of and for the Lessee after thirty days written notice to Lessee. Any costs for such maintenance shall be paid for by Lessee, not later than thirty (30) days following demand by Lessor for such payment at Lessor's costs, plus twelve percent (12%) as administrative reimbursement to Lessor.

Notwithstanding any other provisions in this Lease, Lessor hereby represents and warrants that all electrical, plumbing, heating and air conditioning and mechanical systems located at the Premises are in good working condition upon commencement of this Lease.

12. **ALTERATIONS/IMPROVEMENTS.** Any alterations/improvements to the Premises shall require prior approval of Lessor. All such alterations/ improvements shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building and the Premises, or change the purposes for which the building or any part thereof, may be used. Any such alterations/improvements shall be completed at the sole cost and expense of Lessee, and Lessee shall have no right, authority, or power to bind Lessor or any interest of Lessor in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in altering or improving the Premises. All alterations/improvements, except equipment and personal property of Lessee, put in at the expense of Lessee, shall remain upon and be surrendered with the Premises as a part thereof, at any termination of this Agreement, for any cause, and shall become the property of the Lessor. Any movable furniture, partitions and all other equipment installed at Lessee's sole cost and expense shall at all times be and remain the property of Lessee.

13. **SIGNS AND ADVERTISING.** Lessee agrees that no signs or advertising material shall be erected on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in writing by Lessor, which approval shall not be unreasonably withheld or unduly delayed.

14. **IMPOSITIONS.** Lessee shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all lawful impositions, including all lawful taxes and assessments imposed on the Premises or Lessee's possessory right therein. In the event any impositions may be lawfully paid in installments, Lessee shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. Lessor covenants that without Lessee's written consent it will not, unless required by law, take any action intended to cause or induce the

levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which Lessee would be required to pay under this article and that should any such levy or assessment be threatened or occur Lessor shall, at Lessee's request, fully cooperate with Lessee in all reasonable ways to prevent any such levy or assessment. Nothing herein contained shall prevent Lessee from contesting the legality, validity or application of any such tax or assessment to the full extent Lessee may be lawfully entitled to do so.

15. **FIRE & POLICE PROTECTION.** Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants on the Airport. The City of Wichita currently charges Lessor a fee for provision of police and fire protection of the Airport. It is understood and agreed that Lessor may impose a fair and equitable charge to recover Lessee's proportionate share of Lessor's costs of these services. If, during the term of this Agreement, Lessor chooses to provide police and fire services directly, the recovery will be adjusted based upon Lessor's established rate.

16. **INDEMNITY.** Lessee shall protect, defend and hold Lessor and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Lessee's use or occupancy of the Premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence or the acts or omissions of the City of Wichita or Lessor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur. The Lessor shall give to Lessee reasonable notice of any such claim or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Lessor shall protect, defend and hold Lessee and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suites, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Lessor's operation of the Airport or the acts or omissions of Lessor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Lessee. The Lessee shall give to Lessor reasonable notice of any such claim or actions. The Lessor shall also use counsel reasonably acceptable to Lessee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

17. **INSURANCE.** Lessee, at its expense, agrees to maintain public liability insurance during the term hereof which protects the Lessor and City of Wichita, their officers, agents and employees, as additional insureds, with terms and companies as approved by Lessor, which approval shall not be unreasonably withheld, in an aggregate amount of not less than \$1,000,000 per occurrence. In addition, Lessee shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability. Lessee agrees that in the event of future changes in the law and upon notice by the Lessor, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this paragraph.

Lessee agrees, prior to the commencement of this lease term, to provide Lessor with copies of all certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. Such policy or certificate shall contain a clause providing thirty days' prior notice to the Lessor before any material change or cancellation is effective.

18. **FIRE AND EXTENDED COVERAGE INSURANCE.** Lessor, at its expense, throughout the term of this Agreement, shall cause the improvements on the Premises to be insured against loss or damage by fire and extended coverage through Lessor's blanket policy.

19. **BUILDING AND CONTENTS INSURANCE.** Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee-owned property. Lessor shall not be required to provide such insurance coverage or be responsible for payment of Lessee's cost for such insurance.

20. **SUBROGATION OF INSURANCE.** Lessor hereby waives any and all rights of recovery against Lessee for or arising out of damage or destruction of the building, or the Premises, or any other property of Lessor, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Lessee, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Lessee hereby waives any and all rights of recovery against Lessor for or arising out of damage to or destruction of any property of Lessee from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Lessor, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

21. **FIRE EXTINGUISHERS.** Lessee shall furnish and maintain on the Premises sufficient portable fire-extinguishing units as may be required by City Code, insurance risks, or as reasonably designated by Lessor.

DAMAGE OR DESTRUCTION. If the Premises shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by Lessor at its own cost and expense; if the damage shall be so extensive as to render the Premises untenable but capable of being repaired, the same shall be repaired with due diligence by Lessor at its own cost and expense and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as the Premises shall be put in good order. In the event the Premises shall be completely destroyed by fire or other casualty or so damaged that it will remain untenable

for more than thirty (30) days, or in case it does so remain untenable for more than thirty (30) days, at the option of Lessor (1) the Premises shall be repaired or reconstructed with due diligence by Lessor at its own cost and expense and the rent payable hereunder shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the Premises shall be put in good order; or (2) within sixty (60) days after the time of such damage or destruction and before the Premises shall be put in order, the Lessor may give Lessee written notice of its election to cancel this Agreement in its entirety, and Lessee shall be liable for rent only up to the time of such damage or destruction. Lessee will be entitled to terminate this Agreement if repairs require longer than sixty (60) days.

23. **ENVIRONMENTAL.**

(a) The Lessee hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita, Kansas from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor and the City of Wichita, Kansas by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance) if such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, and/or licensees, or if such Hazardous Substance was owned by,

or located on the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the Lessee receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Premises or in connection with the Lessee's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting the Lessee (an "Environmental Complaint") from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the Lessee shall immediately notify the Lessor in writing of said notice.

(d) The Lessor shall have the right, but not the obligation, and without limitation of the Lessor's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the Lessee and/or which, in the reasonable judgment of the Lessor, could jeopardize its interests under this Agreement. If such conditions are caused by Lessee or if such conditions result from a Hazardous Substance owned by, or located on the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Lessor in the exercise of any such rights shall be payable by the Lessee upon demand.

(e) The Lessor hereby agrees to indemnify and hold harmless the Lessee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessee by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the

period prior to the term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, invites and/or licensees, or if such Hazardous Substance was owned by, or placed upon the Premises by the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(f) The provisions of this Section shall survive the termination of this Agreement.

24. **NOTICES.** Notices to Lessor provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, Kansas 67277-0130

Notices to Lessee provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Greenwood Group
217 North Waverly
Ponca City, OK 7460

or to such other respective addresses as the parties may designate in writing from time to time.

25. **RULES AND REGULATIONS.** Lessee, its agents and employees, shall be subject to any and all applicable rules, regulations, operating instructions, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority or the

City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Lessee's operations conducted hereunder. Such observation and compliance by Lessee shall not obligate Lessee to make any alterations or do any other work, structural or otherwise, within the Premises unless failure of the Premises to comply with such rules, laws, statutes and regulations shall have been caused by Lessee's specific use of Premises.

To the extent that applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport causes diminution or deprivation of Lessee's rights hereunder, Lessor shall not be liable to Lessee for any such diminution or deprivation of its rights, nor shall Lessee be entitled to terminate this Agreement by reason thereof unless the exercise of such authority shall so interfere with Lessee's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas.

26. **CANCELLATION BY LESSOR.** The Lessor, in addition to any other rights to which it may be entitled by law or equity, may cancel this Agreement as set forth herein.

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings; or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of Lessee's assets shall be appointed; or that Lessee shall be divested of its estate herein by other operation of law; or that Lessee shall fail to perform, keep and observe any of the material terms, covenants or conditions herein contained on the part of Lessee to be performed, kept or observed, following written notice by Lessor to Lessee to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by Lessee, Lessor may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term, unless such condition or default cannot reasonably be corrected within the sixty (60) day period and Lessee has

demonstrated due diligence with respect to curing said default, then such default will be treated as cured until cured.

Acceptance of rental by Lessor for any period or periods after a default of any of the material terms, covenants and conditions herein contained to be performed, kept and observed by Lessee shall not be deemed a waiver of any other right on the part of Lessor to cancel this Agreement for failure by Lessee so to perform, keep and observe any of the material terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessor of any of the material terms, covenants or conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the material terms, covenants or conditions herein contained to be performed, kept and observed by Lessee.

27. **CANCELLATION BY LESSEE.** The Lessee, in addition to any other rights of cancellation herein given to Lessee, or any other rights to which the Lessee may be entitled by law or otherwise, may cancel this Agreement by giving Lessor sixty (60) days' advance written notice in the event of default by Lessor under this Agreement continuing for more than sixty (60) days after the Lessor's receipt of written notice of such default from the Lessee, upon or after the happening of any one of the following events:

(a) The failure or refusal of the Federal Aviation Administration or any other applicable state or federal authority, to grant Lessee the right to operate into, on, from or through said Airport;

(b) The issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport for airport purposes and the remaining in force of such injunction for a period of at least sixty (60) days.

(c) The breach by Lessor of any of the covenants or agreements herein contained and the refusal of Lessor to remedy such breach within a reasonable period of time after receipt of a written notice of the existence of such breach; and

(d) The inability of Lessee to use said Premises and facilities continuing for a period longer than sixty (60) days due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessee.

28. **NONDISCRIMINATION EEO/AAP.** The Lessee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin or ancestry, disability, or age, except where age is a bona fide occupational qualification, in its operations or services being provided at the Premises, and its use or occupancy of the Premises under this Agreement. The Lessee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, et seq.; the Code of the City of Wichita Section 2.12.950; and any laws, regulations or amendments as may be promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently, existing or hereafter enacted, which pertains to civil rights and equal employment opportunity.

29. **FAA REQUIREMENTS.** Lessor and Lessee further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Lessee agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement.

(a) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to

discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

(g) Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

(h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

30. **MODIFICATIONS FOR GRANTING FAA FUNDS.** In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to

enable the Lessor to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

31. **SALE OF FOOD AND BEVERAGES.** Except for vending machines for Lessee's use, it is specifically understood and agreed that Lessee shall not engage in the business of selling food or beverages on the Premises.

32. **ASSIGNMENT/SUBLETTING.** Lessee shall not assign this Agreement or any portion thereof, or sublet the Premises or any portion thereof.

Any such assignment or subletting or attempt thereat shall, at the option of the Lessor, terminate this Agreement.

33. **THIRD PARTY RIGHTS.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

34. **SURRENDER OF POSSESSION.** Lessee shall yield and deliver to Lessor possession of the Premises leased herein at the expiration of this Agreement in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty. Lessee shall deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) leaving in operating condition all bulbs; and (3) turning in keys to all door locks.

Lessee, at Lessee's expense, shall remove during the term hereof or at the expiration of such term all equipment and personal property placed by Lessee on or about the Premises herein leased, subject to Lessee's repairing any damage thereto caused by such removal and subject to any valid lien which Lessor may have thereon for unpaid rents or fees.

In the event Lessee does not remove all of said property within ten (10) days after the termination of this Agreement, the same shall be considered abandoned and Lessor may dispose of said property without any further responsibility or liability to Lessee.

At any time within ninety (90) days prior to the expiration of this Agreement, Lessor and Lessor's agents, invitees, and licensees may enter and show the Premises to persons wishing to rent the Premises and may post upon the Premises the usual notices "For Rent" or "For Lease", said notices to remain thereon without hindrance or molestation, provided Lessee has not exercised any renewal options provided herein, or has not signed a new lease. Lessor and its agents, invitees, and licensees will use their best efforts not to unreasonably interfere with Lessee's use of the Premises during said visits.

35. **HEADINGS**. The article and paragraph headings are inserted only as a matter of convenience and for references, and in no way define, limit or describe the scope or intent of any provision of this Agreement.
36. **INVALID PROVISIONS**. It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.
37. **NON-WAIVER**. The waiver by Lessor of any breach of the Lessee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

38. **KANSAS LAWS TO GOVERN.** This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

39. **QUIET ENJOYMENT.** Subject to the provisions of this Agreement, Lessor covenants that so long as Lessee shall not be in uncured default under this Agreement, Lessee shall have and enjoy peaceful possession and quiet enjoyment of the Premises during the term without any interruption by Lessor or any person claiming by or through Lessor.

40. **AUTHORIZATION TO EXECUTE.** Each of the parties hereto acknowledges that any prior consent, approval and/or resolution necessary to authorize the undersigned to execute this Agreement on behalf of the respective party hereto has been obtained, the undersigned is authorized to execute the Agreement on behalf of the respective party hereto and the undersigned represents that no other signature is necessary to bind the Lessor or the Lessee, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President

"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

GREENWOOD GROUP

By _____

By _____

Title _____

Title _____

APPROVED AS TO FORM: _____ Date: _____
Director of Law

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MAY 11, 2010**

- a. Storm Water Pump Station No. 11 (south of 37th Street North, east of Meridian) (468-84477/660809/868003) Traffic will be maintained using flagpersons and barricades. (District VI) - \$5,800,000.00
- b. Water Distribution System to serve Angel Fire Addition (north of 47th Street South, east of West Street) (448-90471/735444/470117) Does not affect existing traffic. (District IV) - \$97,000.00
- c. Central and Longford Drainage Improvement to serve Vickridge 2nd Addition (north side of Central, east of Rock Road) (468-84677/133117/) Traffic shall be maintained with minimal street closures not to exceed 48 hours. (District II) - \$174,277.00
- d. Gilda Court from the east line of Gilda to and including the cul-de-sac to serve BG's 1st Addition (south of MacArthur, west of Hoover) (472-84862/766249/490267) Does not affect existing traffic. (District IV) - \$77,000.00

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Brooks & Dunn
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Brooks & Dunn May 27, 2010 7:00 am – May 28 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Nickelback
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Nickelback May 14, 2010 7:00 am – May 15, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Ringling Brothers & Barnum & Bailey Circus (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Ringling Brothers & Barnum & Bailey Circus May 29 - 7:00 am – June 6, 2010 2:00 am

§ William Street, St. Francis to Commerce Street

§ Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Star Wars
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Star Wars May 21, 2010 7:00 am – May 23, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Community Event: Victory in the Valley East Meets West Walk/Run.
(Districts IV & VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Judy Lee Carter, Victory in the Valley is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Victory in the Valley East Meets West Run/Walk June 5, 2010, 8:00 am – 9:30 am

- 2nd Street, Waco to McLean Blvd. west bound lanes.
- Seneca Street, Central to McLean, north bound lanes.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life.

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

Attachments: None.

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Daughtry
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Daughtry May 24, 2010 7:00 am – May 25, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for Lincoln Street Bridge
(Districts III & IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve Supplemental Agreement No. 2.

Background: On May 28, 2003, the City entered into an agreement with MKEC Engineering Consultants, Inc. (MKEC) to explore and identify options for rehabilitation and/or repair of both the existing bridge and dam. The design fee was \$8,500. On October 27, 2007, the City Council approved Supplemental No. 1 with MKEC to complete a more detailed evaluation of options, and to provide the design for rehabilitation of the bridge and for rehabilitation of the dam, in-place. The design fee was \$338,166, bringing the total design contract to \$346,666. On April 20, 2010, the City Council approved a design concept that provides for replacement of the bridge and a new dam located downstream from the new bridge. A supplemental agreement has been prepared for the additional design work, which will include design for boat and fish passage through the new dam, as well as improvements to both banks for boat portage and pedestrian access.

Analysis: The fee for Supplemental Agreement No. 2 is \$364,847.

Financial Considerations: MKEC's total fee including Supplemental No. 1 and No. 2 will be \$711,513. Funding is available within the project budget approved by the City Council.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements to an existing bridge and dam at the Arkansas River. The added recreational opportunities would enhance the quality of life and support the vision of a vibrant downtown neighborhood.

Legal Considerations: Supplemental Agreement No. 2 has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 28, 2003
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
MKEC ENGINEERING CONSULTANTS, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 28, 2003) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **LINCOLN STREET BRIDGE & DAM AT THE ARKANSAS RIVER** (Project No. 472 84605).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Design of a new dam downstream of the existing dam and the removal of the existing dam.
(see attachment)

1. The project milestones noted in Section B. Paragraph 8. shall be amended as follows:

- (a) Office check plans are due July 16, 2010
- (b) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents) by August 31, 2010

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the additional professional design services as outlined in this supplemental agreement shall be made on an hourly basis with a maximum not-to-exceed fee of \$364,847.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

Jay Anglemyer
(Name & Title)

Jay Anglemyer, P.E.

ATTEST:

J. C. Ylstra

MKEC ENGINEERING CONSULTANTS, INC.

Kansas City Oklahoma City Wichita



April 2, 2010

Mr. Gary Janzen, P.E.
Chief Design Engineer, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Proposal for Supplemental Design Agreement No. 2
Lincoln Street Bridge and Dam at the Arkansas River (Proj. No. 472-83747)

Dear Mr. Janzen:

Per the City's request, MKEC agrees to a change in design scope for the project noted above. We propose a supplemental fee of \$364,847 to complete this work.

The current contract scope, which includes the provisions outlined in Supplemental Agreement No. 1, is for the design of a new bridge on Lincoln over the river atop the existing dam. The existing contract also includes design for rehabilitation to the existing dam. The rehabilitation strategies planned in the current contract consist of repair or replacement of the steel gates, gate bearings, hydraulic cylinders, and damaged portions of the foundation slab and piers. This scope includes relocation of the hydraulic pump vault and the addition of a stop-log system upstream of the dam.

Exhibit A is a spreadsheet from the existing contract that outlines the specific tasks of scope and displays a fee for each. This version of the spreadsheet breaks down the design tasks into bridge design tasks and dam rehab tasks. To date, MKEC has completed the concept design for the bridge and some of the concept design tasks for the dam rehab. We have also completed the field check plan development for the bridge. The sum of the fees for the work performed total \$102,035. We have not performed any dam rehab design tasks beyond the concept design phase with the exception of field surveys. This spreadsheet also shows the amount of work in the contract associated with proposed dam rehab design that will no longer need to be performed. The total for this is \$121,217.

The proposed change in design scope will be for the design of a new dam approximately 150 feet downstream of the existing dam and the removal of the existing dam. Rehabilitation to the existing dam will no longer be considered and therefore, the design of such will be eliminated from the contract. In addition to the new dam, the contract will be amended to include the design of a fish pass and a boat pass, both being integral with the proposed dam. The fish pass will allow the migration of smaller native fish to portions of the river upstream of Lincoln. The boat pass will allow canoeists and kayakers to traverse the river across the dam without requiring portage around the dam. The contract will also include the design of an upstream and downstream portage dock with interconnecting ADA compliant walking paths. Specific design tasks are as follows:

Providing Professional Service Since 1982

411 NORTH WEBB ROAD WICHITA, KS 67206 T 316.684.9600 F 316.684.5100



Dam Design:

- Prepare a study to determine the type of dam and its precise location
- Design a new dam approximately 150 feet downstream of the current dam. Design elements will include new foundations, cut-off walls, foundation slab and basin, dam superstructure, gates, bearings and hydraulic operators. The dam will be designed to operate appropriately to provide equivalent or improved water surface levels through the down-town area through a wide range of river discharge rates.
- Design of a cathodic protection system for all metallic materials in contact with the river for the purpose of prolonging the life of the dam.
- Design a stop-log system upstream and downstream of the dam for the purpose of dewatering the dam to allow inspection and maintenance activities.
- Design of a maintenance access bridge attached to the top of the dam. The bridge will provide additional access to key elements of the dam and allow gates, cylinders, etc. to be carefully and safely removed for maintenance purposes.
- Design of a new controls building in a location other than the median of Lincoln Street. The new building will house the hydraulic pumps and electronic controls for the dam. The existing controls vault will be removed or abandoned.
- Design vehicular access to the dam slab on the downstream side of the dam for maintenance purposes.
- Design of safety and security lighting on the dam.
- Prepare, submit and obtain a permit from appropriate regulatory agencies to temporarily alter the flow of the river to allow inspection of the existing dam structure. This work also included preparing a plan sheet for the City's use to bid the dewatering work. This is work performed prior to the City's decision to replace the existing dam.

Fish Pass Design:

- Design a vertical-slot or similar style fish pass abutting the new dam that will provide passage for a variety of smaller fish native to the Arkansas River. The slot-pass structure will consist of a series of cells constructed appropriately to permit fish to swim upstream against the river current. Each cell will provide a low-velocity pocket, allowing the fish to rest before proceeding upstream.

Boat Pass Design:

- Design a boat pass abutting the new dam that will allow the river passage of canoes and kayaks from the upstream to the downstream side of the dam. The boat passage will be a series of pools connected by weir structures separating the pools. A small drop in water elevation will occur between each pool. Each weir will be shaped to provide boaters a smooth transition between pools.
- Design of a dam warning system for approaching boaters and information kiosks in the boat pass area that explain the purpose and safe use of the boat pass to the general public. Information to be displayed will be provided by governmental agencies.
- Design of site lighting in the boat pass area.

Portage System Design:

- Design a boat dock suitable for canoes and kayaks upstream and another downstream of the new dam for the purpose of boat portage around the dam. The downstream dock will be designed to function over a wide range of river flow rates and downstream water elevations. Docks will be ADA compliant.
- Design miscellaneous parking and pedestrian sidewalk improvements to assist the general public access to the project site.
- Perform landscape design around pedestrian permitted areas within the project limits. Landscape improvements will be limited to restoring native river bank grasses and plantings in disturbed areas. Hardscape features may include trash receptacles and benches. Design will also provide for low gravity retaining walls where necessary to provide walking paths between the docks and parking areas.
- Design site lighting around the dam in pedestrian permitted areas.

General Design:

- Perform hydraulic river modeling over a wide range of river discharges to demonstrate that the operation of the dam, fish pass and boat pass will not have an adverse impact to water surface elevations under all river flow conditions. The current contract does not anticipate any hydraulic modeling or drainage study will be necessary.
- Contract with a sub-consultant to perform three dimensional hydraulic modeling of the river through the proposed improvements. The purpose of this effort will be to ensure the fish pass operates within required parameters to allow the targeted fish to find and successfully use the pass and to ensure the hydraulic jump created over each weir of the boat pass is safe and comfortably traversable. Both the fish pass and boat pass will need to operate satisfactorily over a determine range of river flow rates. We will also need to understand how both behave under extreme flow events.
- Provide necessary environmental permit acquisitions to allow construction of the proposed improvements. Coordinate between the regulatory agencies and the City. This coordination will include providing specific information for grant applications for federal funding. Under the current contract, permitting was expected to be a minor issue limited to standard permitting activities related to bridge construction. Building a new dam, fish pass and boat pass greatly complicates and lengthens the permitting process due to the need to obtain an individual 404 permit from the Corps of Engineers.
- Prepare a FEMA Letter of Map Revision (LOMR) after construction is complete to correct the effective river model on-file with FEMA to reflect the proposed improvements. The current contract does not include any coordination with FEMA nor any time for flood map revisions since rehab to the dam would not have any affect on the river.

Exhibit B is a spreadsheet outlining the specific tasks of the out-of-scope work that has already been completed and that has yet to be completed associated with the design of a new dam, fish pass, boat pass and portage system. Additional out-of-scope bridge design items are shown on this spreadsheet as well. To date, MKEC has completed the concept phase and the field check phase and are just getting started with the office check work. Item 8 on exhibit B is an out-of-scope effort to satisfy KDOT that it is more

cost-effective to replace the Lincoln Street bridge rather than rehabilitating the bridge. MKEC prepared two reports, cost estimates and a life-cycle cost analysis and attended two meetings with the City and KDOT in this effort. The sum of out-of-scope work completed to-date totals \$200,230 while the sum of out-of-scope work yet to be completed totals \$285,834.

To summarize:

Current contract fee	\$338,166
Total contracted work completed to-date	\$102,035
<u>Total amount of contracted work yet to be completed</u>	<u>- \$114,914</u>
Total amount of contracted work that will not be completed	\$121,217

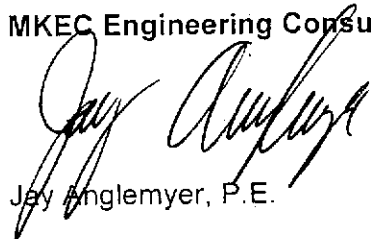
Total out-of-scope work completed to-date	\$200,230
<u>Total out-of-scope work that has yet to be completed</u>	<u>+ \$285,834</u>
Total out-of-scope work necessary to complete design	\$486,064

Total out-of-scope work necessary to complete design	\$486,064
<u>Total contracted work that will not be completed</u>	<u>- \$121,217</u>
Total amount for Supplemental No. 2	\$364,847

This proposal does include fees for third party consultants that MKEC determines will be necessary for the successful completion of the project design with the exception of Terracon's services for sub-surface exploration. Per previous agreement, Terracon fees for sub-surface exploration will be passed through to the City directly. Expenses for three-dimensional hydraulic modeling are estimated to be a maximum of \$60,000 but may be considerably less. \$60,000 is accounted for in the proposed fee; however, MKEC will only charge the City for fees actually provided for MKEC by this sub-consultant.

Thank you for your consideration of this supplemental design proposal. If you would like to discuss this in greater detail, please contact me.

MKEC Engineering Consultants, Inc.



Jay Anglemyer, P.E.

**LINCOLN STREET BRIDGE AND DAM
EXHIBIT A**

Current Contract Manhours and Fee Separated by Bridge/Dam Rehab Design Tasks

Prepared by MKEC Engineering Consultants, Inc.
March 28, 2010

Work Completed To-Date =

Work That Will not Be Completed =

Item No.	Design Element	Estimated MH	Engr. Fee	Bridge Design	Dam Rehab Design
Concept Design					
1	Evaluation of Exist. Bridge Repair	86	\$7,654	\$7,654	
	Deck Repairs	20	\$1,540	\$1,540	
	Span Repairs	20	\$1,520	\$1,520	
	Pier & Joint Repairs	18	\$1,404	\$1,404	
2	Evaluation of Concrete Haunch Slab Spans	42	\$3,738	\$3,738	
	With Exist. Piers to Remain	34	\$2,618	\$2,618	
	Construct New Piers	18	\$1,350	\$1,350	
3	Evaluation of Steel Welded Plate Girder Spans	46	\$4,002	\$4,002	
4	Evaluation of Steel Girder on Exist. Piers	56	\$4,872	\$4,872	
5	Evaluation of Dam Repair and Rehabilitation Req'd.	116	\$8,932		\$8,932
6	Street Plan Evaluation	32	\$2,464	\$2,464	
7	Utility Plan Evaluation	24	\$1,848	\$1,848	
8	Lighting and Landscape Evaluation	32	\$2,560		\$2,560
9	Drainage Study and Evaluation of Req'd Permitting	46	\$3,404		\$3,404
10	Maintain SI&A During Design/Construction	8	\$656	\$656	
11	Life Cycle Cost Estimate with Bridge Parameters	40	\$3,080	\$3,080	
12	Construction Issues & Proposed Schedule	20	\$1,480	\$740	\$740
13	Public Meeting Preparation and Attendance	24	\$1,800	\$900	\$900
14	Report Preparation	86	\$4,988	\$2,494	\$2,494
15	Cost Estimates	72	\$5,328	\$2,664	\$2,664
	Total Concept Phase Design Fee	840	\$65,238	\$43,644	\$21,694
Plan Development					
Field Check Plans for Selected Structure					
16	Topographic Site Survey	98	\$10,780	\$6,468	\$4,312
17	Vertical Street and Bridge Alignment	24	\$1,968	\$1,968	
18	Horizontal Street and Bridge Alignment	32	\$2,624	\$2,624	
19	Street, Paving, Signing, and Marking Design	80	\$6,160	\$6,160	
20	Structure Detailed Evaluation	42	\$3,444	\$3,444	
21	Accommodation of Dam	24	\$1,968	\$984	\$984
22	Preliminary Pier Design	52	\$4,264	\$4,264	
23	Preliminary Abutment Design	32	\$2,624	\$2,624	
24	Preliminary Girder Design	75	\$6,150	\$6,150	
25	Preliminary Dam Rehabilitation	48	\$3,936		\$3,936
26	Gates	46	\$3,772		\$3,772
27	Bearings	32	\$2,624		\$2,624
28	Operators	136	\$14,280		\$14,280
29	Foundation	27	\$2,214		\$2,214
30	Stop Log and Walkway Design	24	\$1,968		\$1,968
31	Lighting and Landscape Design	24	\$1,920		\$1,920
32	Cost Estimate	38	\$2,926	\$1,463	\$1,463
33	Plan Production	60	\$4,260	\$2,769	\$1,491
34	ULCC	16	\$1,136	\$1,136	
35	Field Check Meeting	32	\$2,752	\$1,789	\$963
	Subtotal Field Check	942	\$81,770	\$41,843	\$39,927
Office Check Plans for Selected Structure					
36	Street, Paving, Signing, and Marking Design	112	\$8,624	\$8,624	
37	Structure Detailed Evaluation	125	\$10,250	\$10,250	
38	Rail Designs & Alignment	84	\$6,888	\$6,888	
39	Approach Slabs	48	\$3,984	\$3,984	
40	Pier Review & Design	264	\$21,648	\$21,648	
41	Abutment Review & Design	142	\$11,644	\$11,644	
42	Superstructure and Deck Design	404	\$33,128	\$33,128	
43	Dam Rehabilitation Design	136	\$11,152		\$11,152
44	Gates	82	\$6,724		\$6,724
45	Bearings	121	\$9,922		\$9,922
46	Operators	232	\$24,360		\$24,360
47	Foundation	84	\$6,888		\$6,888
48	Stop Log and Walkway Design	36	\$2,952		\$2,952
49	Lighting and Landscape Design	40	\$3,200		\$3,200
50	Cost Estimate	44	\$3,388	\$1,694	\$1,694
51	ULCC	16	\$1,136	\$1,136	
52	Plan Production	120	\$9,240	\$6,006	\$3,234
	Subtotal Office Check	2,090	\$175,128	\$105,002	\$70,128
Final Plans					
53	Street Plans	30	\$2,310	\$2,310	
54	Bridge Plans	68	\$5,644	\$5,644	
55	Dam Plans	60	\$5,040		\$5,040
56	One-Time R/W Staking	8	\$880	\$880	
57	Shop Drawing Review	28	\$2,156	\$1,078	\$1,078
	Subtotal Final Plans	158	\$16,030	\$9,912	\$6,118
	Total Hours and Fee	4,030	\$338,166	\$200,301	\$137,865

NOTE: Subsurface borings and soils information will not be provided by this contract. Appropriate fee is included for determining what investigations will be necessary (depending on structure type being designed) and coordination with a geotechnical firm and the City.

**LINCOLN STREET BRIDGE AND DAM
EXHIBIT B**

Total Out-of-Scope Manhours and Fee Required to Design New Bridge, Dam, Fish Pass, Boat Pass and Portage System

Prepared by MKEC Engineering Consultants, Inc.
March 28, 2010

Work Completed To-Date

Item No.	Design Element	Estimated MH	Engr. Fee	Bridge Item	Dam Item	Fish Pass Item	Boat Pass Item	Portage Item
Concept Design								
1	Concept Design of New Dam Construction	160	\$12,320		\$12,320			
	Dam Type	38	\$2,772		\$2,772			
	Dam Location	16	\$1,232		\$1,232			
2	Concept Design of New Fish Pass	80	\$6,160			\$6,160		
3	Concept Design of New Boat Pass	120	\$9,240				\$9,240	
4	Concept Design of Portage System	72	\$5,544					\$5,544
5	Lighting Evaluation	16	\$1,280		\$640			\$640
6	Landscape Evaluation	16	\$1,280		\$640			\$640
7	Preparation and Permitting for Existing Dam Inspection	40	\$2,960		\$2,960			
8	Coordination with KDOT Concerning Bridge Funding Eligibility	80	\$4,440	\$4,440				
9	Determination of Permitting Requirements and Agency Coordination	120	\$8,880		\$4,440	\$1,776	\$1,776	\$888
10	Hydraulic Modeling of River for Proposed Improvements	160	\$11,840		\$3,920	\$2,388	\$3,552	
11	Life Cycle Cost Analysis	40	\$3,080		\$3,080			
12	Constructability Review and Construction Schedule	30	\$2,220		\$1,184	\$444	\$444	\$148
13	Public Meeting Preparation and Attendance	24	\$1,800		\$900	\$300	\$300	\$300
14	Report Preparation	43	\$2,494		\$2,494			
15	Cost Estimates	54	\$3,996		\$2,064	\$533	\$533	\$266
	Total Concept Phase Design Fee	1087	\$81,538	\$4,440	\$41,348	\$11,681	\$15,846	\$8,426
Plan Development								
Field Check Plans for Selected Structure								
16	Additional River Channel Cross-Section Survey	24	\$2,840		\$880	\$880	\$880	\$880
17	Preliminary New Dam Design	96	\$7,872		\$7,872			
	Gates	40	\$3,280		\$3,280			
	Bearings	32	\$2,624		\$2,624			
	Operators	96	\$10,080		\$10,080			
	Foundation	28	\$2,296		\$2,296			
	Apron, Stilling Basin Design	18	\$1,312		\$1,312			
	Stop Log Design	24	\$1,968		\$1,968			
	Access Bridge on New Dam Design	48	\$3,936		\$3,936			
	Control House Design	20	\$1,640		\$1,640			
18	Fish Pass Design	48	\$3,936			\$3,936		
19	Boat Pass Design	148	\$12,136				\$12,136	
20	Portage Dock Design	25	\$2,050					\$2,050
21	Landscape Retaining Wall Design	12	\$984					\$984
22	Safety and Information Systems Design	20	\$1,840					\$1,840
23	Vehicle Access Design	4	\$328		\$328			
24	Lighting Design	16	\$1,280		\$640			\$640
25	Landscape Design (Bank Restoration)	20	\$1,600					\$1,600
26	Cost Estimate	45	\$3,465		\$2,168	\$388	\$539	\$388
27	Plan Production	190	\$13,490		\$8,674	\$2,272	\$2,272	\$2,272
28	Permitting and Regulatory Agency Coordination	416	\$30,784		\$21,548	\$4,818	\$4,818	
29	Fish and Boat Pass Entrance Design (River Geomorphology)	40	\$2,960			\$1,480	\$1,480	
30	ULCC	28	\$1,988		\$1,196	\$284	\$284	\$284
31	Pre-Application Meeting (Environmental)	40	\$3,440		\$2,408	\$518	\$518	
32	Field Check Meeting (KDOT)	12	\$963		\$963			
	Subtotal Field Check	1,488	\$118,592	\$0	\$71,822	\$14,151	\$22,895	\$10,416
Office Check Plans for Selected Structure								
33	New Dam Design	176	\$14,432		\$14,432			
	Gates	348	\$28,536		\$28,536			
	Bearings	120	\$9,840		\$9,840			
	Operators	216	\$22,880		\$22,880			
	Foundation	108	\$8,856		\$8,856			
	Apron, Stilling Basin Design	48	\$3,936		\$3,936			
	Stop Log Design	48	\$3,936		\$3,936			
	Access Bridge on New Dam Design	176	\$14,432		\$14,432			
	Control House Design	64	\$5,248		\$5,248			
	Power Pack Design	44	\$3,608		\$3,608			
	Hydraulic System Design	56	\$4,592		\$4,592			
	SCADA System Design	64	\$5,248		\$5,248			
	Cathodic Protection Design	16	\$1,312		\$1,312			
34	Fish Pass Design	76	\$6,232			\$6,232		
35	Boat Pass Design	124	\$10,168				\$10,168	
36	Three Dimensional Hydraulic Modeling (Sub-Consultant)***		\$60,000		\$20,000	\$10,000	\$30,000	
37	Portage Dock Design	48	\$3,936					\$3,936
38	Landscape Retaining Wall Design	48	\$3,936					\$3,936
39	Safety and Information Systems Design	40	\$3,280					\$3,280
40	Vehicle Access Design	20	\$1,640		\$1,640			
41	Lighting Design	32	\$2,560		\$1,280			\$1,280
42	Landscape Design (Bank Restoration)	88	\$7,040					\$7,040
43	Cost Estimate	140	\$10,780		\$6,160	\$1,540	\$1,540	\$1,540
44	ULCC	28	\$1,988		\$1,136	\$284	\$284	\$284
45	Special Provision Preparation	80	\$4,260		\$2,982	\$639	\$639	
46	Plan Production	364	\$28,028		\$14,168	\$4,620	\$4,620	\$4,620
	Subtotal Office Check	2,562	\$270,604	\$0	\$174,022	\$23,316	\$47,261	\$26,916
Final Plans								
47	Dam Plans	64	\$5,376		\$5,376			
48	Fish Pass Plans	16	\$1,344			\$1,344		
49	Boat Pass Plans	44	\$3,696				\$3,696	
50	Portage System Plans	20	\$1,680					\$1,680
51	Shop Drawing Review	42	\$3,234		\$1,694	\$616	\$616	\$308
	Subtotal Final Plans	64	\$16,330	\$0	\$7,070	\$1,960	\$4,312	\$1,988
	Total Hours and Fee	5,191	\$486,064	\$4,440	\$293,860	\$61,006	\$89,912	\$46,845
	Current Contract Hours and Fee That Will Not Be Completed		\$121,217	\$0	\$121,217			
	Total Hours and Fee After Subtracting Out Current Fees	#VALUE!	\$364,847	\$4,440	\$172,643	\$61,006	\$89,912	\$46,845

Total Supplemental #2 Fee Amount \$364,847

NOTE: Subsurface borings and soils information will not be provided by this contract. Appropriate fee is included for determining what investigations will be necessary (depending on structure type being designed) and coordination with a geotechnical firm and the City.

*** This is a maximum amount. Only the actual fees for this service will be charged to the City.

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for 31st Street Bridge at Glenn (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On May 20, 2008, the City entered into an agreement with PB Americas, Inc. for designing improvements to the 31st Street Bridge (box culvert) at Glenn. The fee was \$45,939. On April 20, 2010, the City Council approved construction funding for the project. The design concept was expanded to include replacement of a sanitary sewer located under the bridge. A supplemental design agreement has been prepared for the additional work.

Analysis: The fee for the supplemental agreement is \$8,810.

Financial Considerations: PB's total fee including the supplemental agreement will be \$54,749. Funding is available within the project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by replacing a deficient drainage structure.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 20, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
PB AMERICAS, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 20, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **31ST STREET BRIDGE AT GLENN** (Project No. 472 84702).

WHEREAS, Paragraph IV, B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

- **Redesign the siphon system to meet actual demand requirements of the system based on the supplied daily flow data. (see Exhibit "A")**

B. PAYMENT PROVISIONS

The fee in Section IV, A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$8,810.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

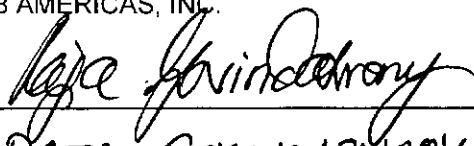
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Gary Rebenstorf, Director of Law

PB AMERICAS, INC.



RAJA GOVINDASWAMY, P.E.
VICE PRESIDENT.

ATTEST:

PB Americas Inc
Design Engineering Services
Date: 7/22/2009
472-84702
Wichita, Kansas
31st Street South at Glenn

Exhibit "A"

Tasks	PM	Design Engr.	Cadd Oper.	1st Surveyor	2nd Surveyor	Admin.	Total
Model Siphon Flows and Analyze data	1	8					9
Siphon Design based on actual Flows	1	12					13
Revised Manholes	2	12					14
Specifications for Siphon Bypass	2	8					10
Plan Modifications	2	4	16				22
Admin	1					2	3
QA/QC	2	8					10
Total	11	52	16	0	0	2	81

7/2009 Rates (Average)	55.68	35.39	29.79	27.00	21.68	21.24	
Payroll Cost \$ (Regular Hours)	612.48	1,840.28	476.64	0.00	0.00	42.48	\$2,972
Overhead Rate at 153.4%							\$4,559

Net Fee 15% \$1,130

Expenses:

Mileage \$0.550 / Mile \$0
 Misc. Prints \$150

Total Estimated Fee **\$8,810**

Individual for whom salary rates are based on: Abdul Hamada Brad Shores Georgia Baker
 (Do not print/submit)

Donna Ownbey

CITY OF WICHITA
City Council Meeting
May 11, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition at 1305 West Dora for the Meridian Drainage Outfall Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The Meridian Drainage Outfall project will provide additional storm water drainage for the area bounded by Meridian, Harry, Pawnee and McLean. The project requires the acquisition of easements over several tracts and the total acquisition of two properties. The north 10 feet of the property at 1305 West Dora will be impacted by a subsurface easement. The site is improved with duplexes and only the yard is impacted as a result of the project.

Analysis: Using the estimated market value of \$0.60 per square foot, the proposed acquisition is valued at \$1,500. The owner agreed to the proposed acquisition at the \$1,500 value.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,900 is requested. This includes \$1,500 for acquisition and \$400 for the fees associated with recording and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the storm water drainage and control through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map and real estate contract

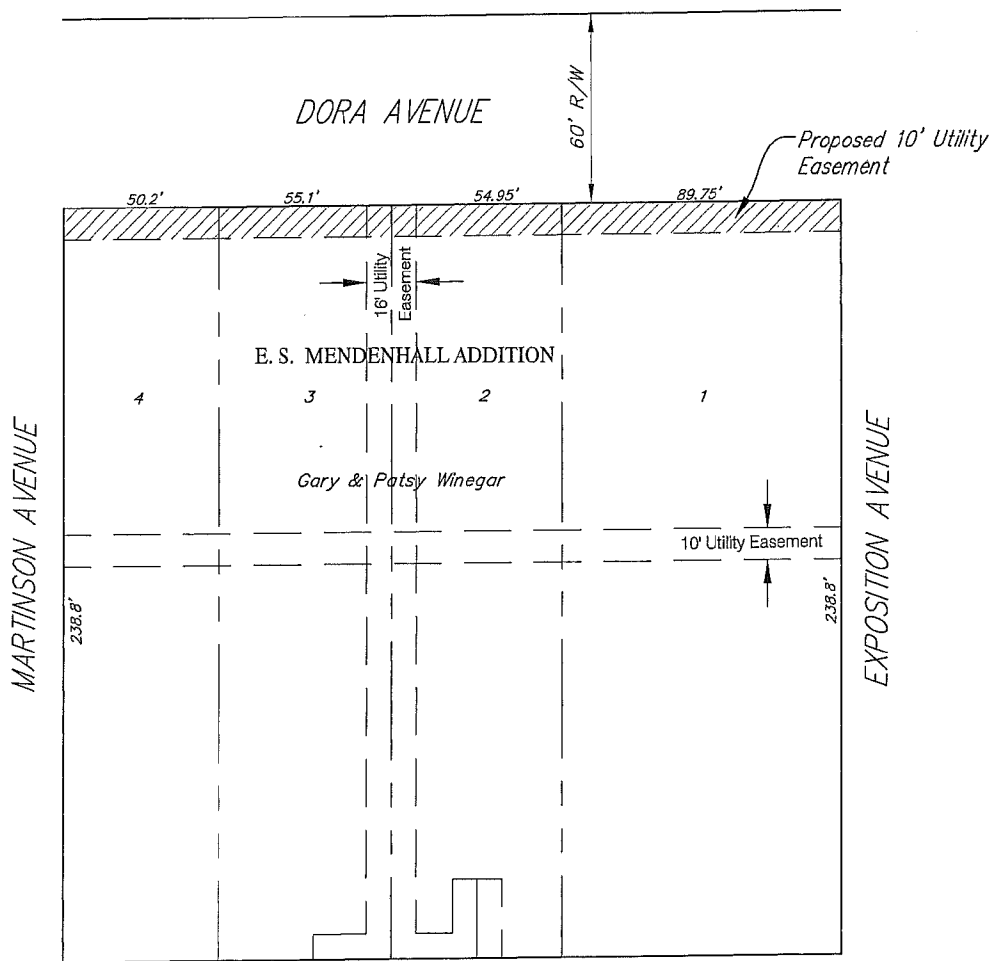
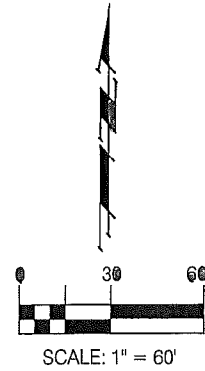
EXHIBIT

LEGAL DESCRIPTION:

A Proposed 10' Utility Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

The North 10.00' of Lots 1 through, inclusive, 4, E.S. Mendenhall Addition to Wichita, Kansas, Sedgwick County, Kansas.

Containing 2,500.0 Sq. Ft., more or less.



10-15-09



Project Number 08-02-E038

E:\eng\Meridian Drainage\Land\dwg\E.S. Mendenhall.dwg



Mendenhall Addition, Lots 1-4



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 21 day of APRIL, 2010 by and between Gary C. and Patsy J. Winegar, husband and wife, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

A proposed 10' utility easement in Wichita, Sedgwick County, Kansas, described as follows:

The north 10 feet of Lots 1 through, inclusive 4, E. S. Mendenhall Addition to Wichita, Sedgwick County, Kansas. Said easement area is 2,500 square feet, more or less.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property the sum of One Thousand Five Hundred Dollars (\$1,500) in the manner following, to-wit: cash at closing.

3. Buyer shall have the right to obtain, at Buyer's expense, a complete abstract of title certified to date, or a title insurance commitment to insure to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to City of Wichita, Kansas, Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. Taxes shall be pro-rated for the calendar year through the date of closing.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 7, 2010.

7. The Seller further agrees to convey the above-described premises with no improvements located thereon and deliver possession of the same and in the same condition as they now.

8. Possession to be given to Buyer at closing.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be split 100% Buyer and 0% Seller. Buyer will pay 100% of the closing costs.

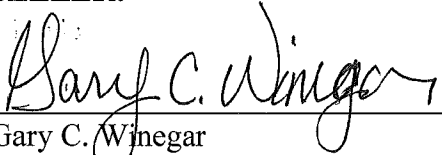
10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to buyer any deposit made hereunder.

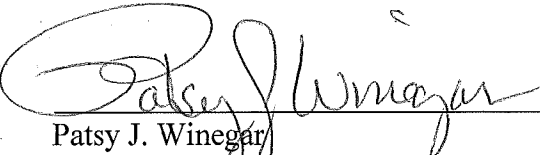
B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Gary C. Winegar



Patsy J. Winegar

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
May 11, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of 1503 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. The project requires the acquisition of all or part of sixteen privately owned tracts. The parcel at 1503 S 119th was identified as full take. Improvements at 1503 S 119th consist of a 1,612 square foot single-family residence on a 1.11 acre lot.

Analysis: The owner agreed to sell the property for the appraised value of \$176,000, or \$109.18 per square foot. As a result of the acquisition of the improvements, the seller's are eligible for relocation and reestablishment expenses. Those benefits are estimated to be \$28,000. The improvements will be razed and the property maintained as road right-of-way.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the State. A budget of \$212,750 is requested. This includes \$176,000 for acquisition, \$28,000 for moving costs and costs of reestablishment, \$8,000 for demolition, and \$750 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map and real estate contract.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 23 day of MARCH, 2010 by and between Mikael & Mary Ternes, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

LOT 1, BLOCK A, BOLTON ADD.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of One Hundred Seventy-Six thousand Dollars (\$176,000) in the manner following to-wit: cash at closing.
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this

contract, and that this transaction shall be consummated on or before June 30, 2010, subject to the conditions of Item 11 below.

9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
 - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.
12. Closing shall occur at Security 1st Title, 434 N Main, Wichita, KS.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

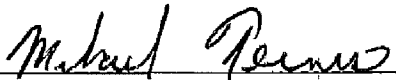
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

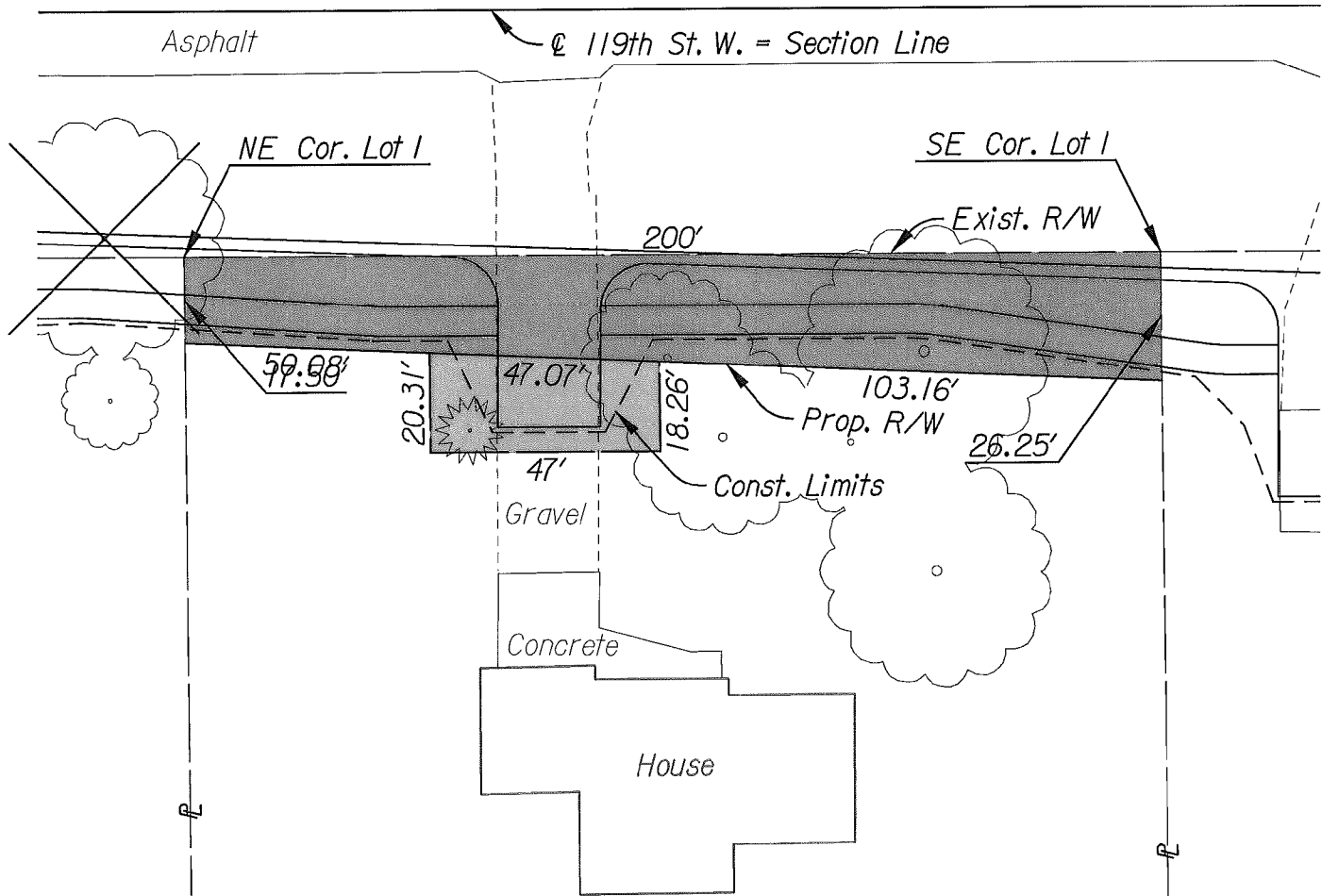
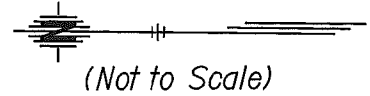
Gary E. Rebenstorf, Director of Law

SELLER:


Mikael Ternes


Mary Ternes

TRACT MAP D-43516
RIGHT-OF-WAY, TEMPORARY CONSTRUCTION EASEMENT



BOLTON ADDITION



(A)

Mikael R. & Mary B. Ternes
D-43516

Lot 1

Shed

LEGEND

-  Proposed Right-of-Way
-  Temporary Construction Easement

March 15, 2010

Tract D-43516
Mikael R. & Mary B. Ternes
Right-of-Way

Beginning at the Southeast Corner of Lot 1, Block A, Bolton Addition to Sedgwick County, Kansas; thence West along the South line of said Lot 1 a distance of 26.25 feet; thence Northerly to a point on the North line of said Lot 1 and 17.50 feet West of the Northeast Corner of said Lot 1; thence East along said North line of said Lot 1 a distance of 17.50 feet to said Northeast Corner of said Lot 1; thence South along the East line of said Lot 1 a distance of 200 feet to the point of beginning, containing 4,374.63 square feet more or less.

119th and Kellogg



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc., to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
May 11, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of 1515 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. The project requires the acquisition of all or part of sixteen privately owned tracts. The parcel at 1515 South 119th was identified as full take. Improvements at 1515 South 119th consist of a 1,456 square foot single-family residence on a one acre lot.

Analysis: The owner agreed to sell the property for the appraised value of \$182,000, or \$125 per square foot. As a result of the acquisition of the improvements, the seller's are eligible for relocation and reestablishment expenses. Those benefits are estimated to be \$19,500. The improvements will be razed and the property maintained as road right-of-way.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the State. A budget of \$210,250 is requested. This includes \$182,000 for acquisition, \$19,500 for moving costs and costs of reestablishment, \$8,000 for demolition, and \$750 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map and real estate contract.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Brad and Stacy Nilles, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

EAST 217.82 FT LOT 4, BLOCK, 2 WHEATRIDGE ADDITION.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of One Hundred Eighty-Two Thousand Dollars and Zero Cents (\$182,000.00) in the manner following to-wit: cash at closing
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before June 30, 2010, subject to the conditions of Item 11 below.
9. Possession to be given to Buyer at closing.
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
 - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.
12. Closing shall occur at Security 1st Title, 434 N Main, Wichita, KS.
13. Buyer and Seller hereby agree that the Seller retains the right to remove four light fixtures, two ceiling fans, one Osmosis water softener system, one wood stove pipe and four small trees no later than possession is granted to the Buyer. Seller agrees to do the work in a workmanlike manner.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

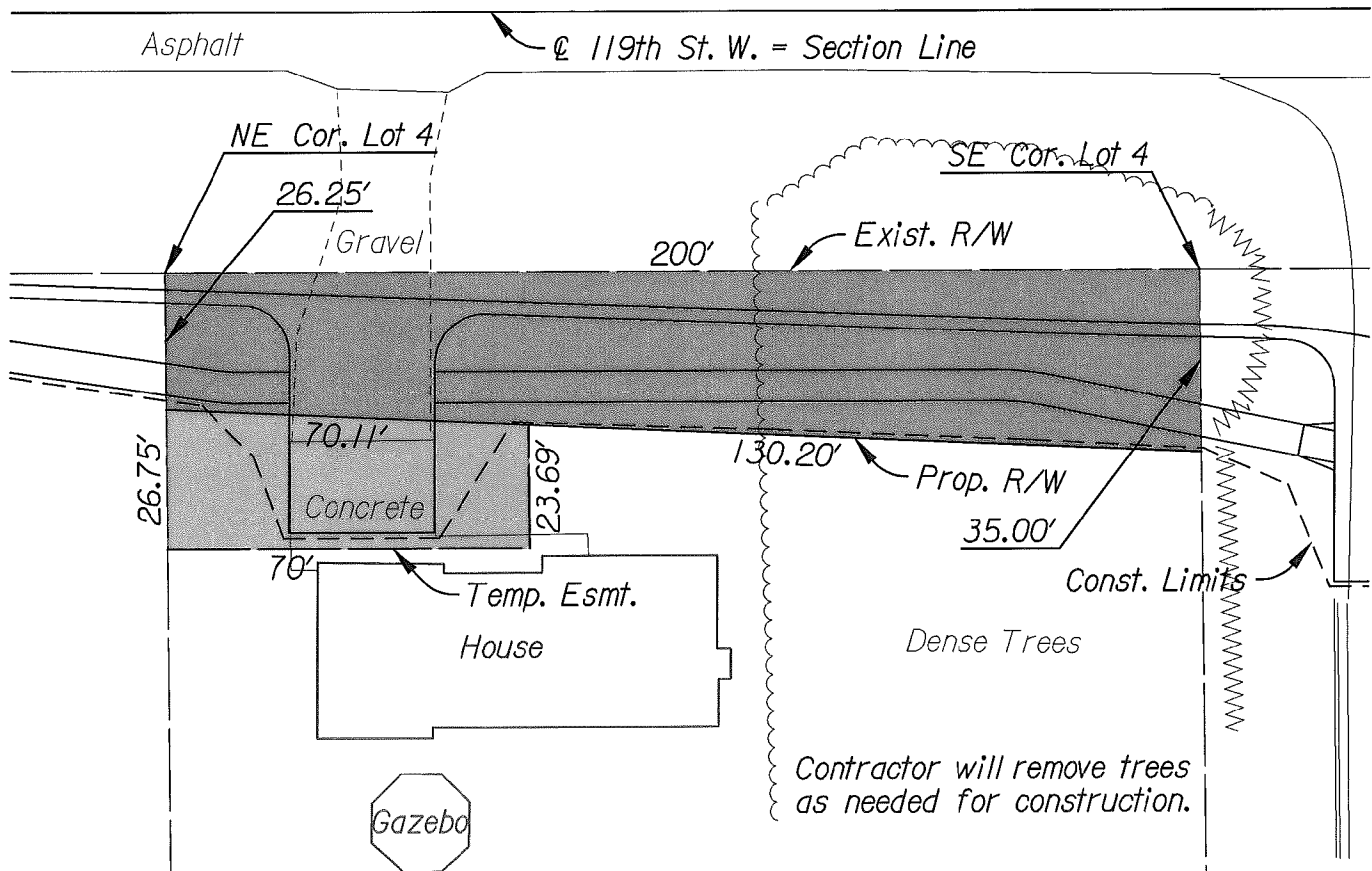
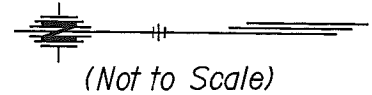
SELLER:

Brad Nilles

Stacy Nilles

TRACT MAP D-43266

RIGHT-OF-WAY, TEMPORARY CONSTRUCTION EASEMENT

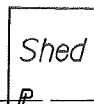


WHEATRIDGE ADDITION

②

Brad D. & Stacy M. Nilles
D-43266

Lot 4



LEGEND



Proposed Right-of-Way



Temporary Construction Easement

March 15, 2010

Tract D-43266
Brad D. & Stacy M. Nilles
Right-of-Way

Beginning at the Southeast Corner of Lot 4, Block 2, Wheatridge Addition to Sedgwick County, Kansas; thence West along the South line of said Lot 4 a distance of 35.00 feet; thence Northerly to a point on the North line of said Lot 4 and 26.25 feet West of the Northeast Corner of said Lot 4; thence East along said North line of said Lot 4 a distance of 26.25 feet to said Northeast Corner of said Lot 4; thence South along the East line of said Lot 4 a distance of 200 feet to the point of beginning, containing 6,124.48 square feet more or less.

Tract D-43266

Brad D. & Stacy M. Nilles

Temporary Construction Easement

Commencing from the Northeast Corner of Lot 4, Block 2, Wheatridge Addition to Sedgwick County, Kansas; thence West along the North line of said Lot 4 a distance of 26.25 feet to the point of beginning; thence continuing West along said North line of said Lot 4 a distance of 26.75 feet; thence South, parallel with the East line of said Lot 4, a distance of 70 feet; thence East, parallel with said North line of said Lot 4, a distance of 23.69 feet; thence Northerly for a distance of 70.11 feet to the point of beginning, containing 1,765.16 square feet more or less.

119th and Kellogg



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
APRIL 2010**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Architectural Service for Office Remodeling Layouts (On Call)	4/30/2011	Law/Kingdon Inc.	Public Works	5/16/2010 - 5/15/2010	1 - 1 year option
Architectural Service for Office Remodeling Layouts (On Call)	4/30/2011	McCluggage Van Sickle & Perry	Public Works	5/15/2009 - 5/15/2010	1 - 1 year option
Automatic Teller Machines	4/30/2011	Intrust Bank NA	Century II	5/1/2007 - 4/30/2010	2 - 1 year options
Bicycle Services: Parts & Repairs	4/30/2011	Bicycle X Change Shops	Police	5/1/1998 - 4/30/1999	Annual basis
Deionized Water	4/30/2011	Halls Culligan Water Conditioning, Inc.	Wichita Water Utilities	5/1/2009 - 4/30/2010	1 - 1 year option
Drug Testing Services	4/30/2011	Comcare Addiction Treatment Services	Municipal Court	5/1/2009 - 4/30/2010	1 - 1 year option
Electrical Repairs	4/30/2011	Shelley Electric, Inc.	Various	5/1/2009 - 4/30/2010	1 - 1 year option
Filter Fly Control Chemicals	4/30/2011	Precision Control Technology, Inc. dba Adapco Environmental Solutions	Wichita Water Utilities	5/13/2003 - 4/30/2004	Annual basis
Janitorial Services - Career Development Office - Group 1	4/30/2011	AAA Commercial Janitorial	Public Works	4/20/2009 - 4/30/2010	1 - 1 year option
Liquid Carbon Dioxide - Bulk (Chemical)	4/30/2011	Lampton Welding Supply	Wichita Water Utilities	5/1/2009 - 4/30/2010	1 - 1 year option
Pest Control - Various	4/30/2011	Reliable Pest Management	Various	5/1/2009 - 4/30/2010	1 - 1 year option
Police Cycling Helmets and Gloves	4/30/2011	Bicycle X Change Shops	Police	5/1/2003 - 4/30/2004	Annual basis
Snacks for Summer of Discovery Program	4/30/2011	Via Christi St. Joseph Regional Medical Center - Nutrition Department	Parks & Recreation	4/7/2009 - 4/6/2010	1 - 1 year option
Spanish Speaking Facilitator for the Wichita Intervention Program	4/30/2011	Higher Ground, a Tiyoospaye Inc. Program	Municipal Court	5/1/2008 - 4/30/2009	2 - 1 year options
Uniforms - Police Cycling	4/30/2011	Baysinger Police Supply, Inc.	Police	5/1/2009 - 4/30/2010	1 - 1 year option
Uniforms - Rental of Shop Uniforms - Wichita Transit	4/30/2011	Aramark Uniform Services Inc.	Wichita Transit	5/1/2009 - 4/30/2010	1 - 1 year option
Waste - Disposal of Analytical Lab	4/30/2011	Safety Kleen Systems, Inc.	Wichita Water Utilities	5/1/2009 - 4/30/2010	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000
APRIL 2010**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Kansas Department of Commerce	PO030376	Urban Planning Consulting	14,400.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR APRIL 2010**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Environmental Systems Research	DP030402	Software Maintenance/Support	\$28,134.68		
Ventyx Inc.	DP030504	Software Maintenance/Support	\$131,100.00		

--	--	--	--	--	--

**CITY OF WICHITA
City Council Meeting**

May 11, 2010

TO: Mayor and City Council Members

SUBJECT: Weapons Destruction

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. Lists of weapons being destroyed have been provided (attached), and includes Exhibit A – 64 long guns and 180 handguns. The destruction of the weapons will be witnessed and monitored by staff.

Financial Considerations: None.

Goal Impact: The destruction of seized weapons furthers the goals of Safe and Secure Neighborhoods by permanently removing these weapons from the streets of Wichita.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

Attachment: List of weapons to be destroyed.

April 2010 Hand Gun List

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	03C12687	INTRATEC	TEC22	071939	.22	PI
2	03C40690	H & R	929	V7757	.22	PR
3	03C35117	GLOCK	23	DLU693US	.40	PI
4	03C19951	INTRATEC	TECDC9	D080581	9MM	PI
5	05C27432	HELWAN		17648	9MM	PI
6	03C20747	LORCIN	L380	247696	.380	PI
7	03C18348	H&R	732	AM79018	.32	PR
8	03C26056	LORCIN	L380	239920	.380	PI
9	03C6933	DAEWOO	DP51	07189	9MM	PI
10	03C20747	HASKELL	JS	039323	.45	PI
11	03C29653	NORINCO	213	501424	9MM	PI
12	03C6701	IMEZ	PMIJ7018A	AOT6232	9MM	PI
13	03C44472	BERSA	83	169183	.380	PI
14	03C19392	RUGER		278143	.22	PI
15	03C20747	JENNINGS	48	835678	.380	PI
16	03C12387	BROWNING		28852	9MM	PI
17	91C99794	DAVIS IND	P-380	AP065800	.380	PI
18	03C38664	FIE	TITAN TIGER	N043066	.38	PR
19	03C24185	DAVIS IND	P-380	AP414627	.380	PI
20	03C13180	LORCIN	L25	215636	.25	PI
21	03C37024	LORCIN	L380	025628	.380	PI
22	03C033532	TAURUS	8537	LB34342	.38	PR
23	03C1241	H&R		93171	.32	PR
24	03C31011	JENNINGS	J-22	132459	.22	PI
25	03C12687	SMITH & WESSON	26866	403309	.32	PR
26	03C44736	HIGHPOINT	C	P069132	9MM	PI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	01C102021	VICTORBERN	760	6960	.32	PI
28	03C13941	SMITH & WESSON	132	5D55672	.357	PR
29	03C12226	LLAMA	IX-C	070415989-95	.45	PI
30	03C42246	WALTHER	P38	306309	9MM	PI
31	03C1317	COLT	MARK IV	FL01524E	.45	PI
32	03C85555	STERLING		043136	.25	PI
33	03C90461	GRENDL	P-10	30661	.380	PI
34	03C57746	RAVEN ARMS	P-25	343015	.25	PI
35	03C89784	HIGH STANDARD	R101	666009	.22	PR
36	03C80522	SMITH & WESSON	40784	80098T	.38	PR
37	05C27978	BERSA	THUNDER380	515614	.380	PI
38	05C19877	FEG	PMK380	AJ4710	.380	PI
39	03C97301	JENNINGS	J-22		.22	PI
40	03C56780	JENNINGS	J-22	142796	.22	PI
41	03C77374	JENNINGS	48	929780	.380	PI
42	03C101924	JENNINGS	NINE	1564347	9MM	PI
43	03C94593	TAURUS	941	MA59347	.22	PR
44	03C81927	RAVEN	P-25	184897	.25	PI
45	03C67691	BRYCO	JENNINGSNINE	1538423	9MM	PI
46	03C57668	SMITH & WESSON		ABY4253	.357	PR
47	03C78830	NORINCO	SPORTARMS 213	312459	9MM	PI
48	03C91050	RAVEN	MP-25	847503	.25	PI
49	03C78239	HI-STANDARD	SK100	454774	.22	PI
50	03C67691	JENNINGS	BRYCO59	852967	9MM	PI
51	03C95980	EAA	EASA	E18917	.22	PR
52	03C72311	LORCIN	L380	282700	.380	PI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
53	03C59815	SMITH & WESSON	10	456602	.38	PR
54	03C71108	RUGER	GP100	17157832	.357	PR
55	03C86752	BRYCO	JENNINGSNINE	1386298	9MM	PI
56	03C68646	H & R		139936	.38	PR
57	03C61993	RUGER	MARK-II	21905404	.22	PI
58	03C26669	TAURUS	VC932445	2863508	.357	PR
59	03C93508	FEG	PA63	AY0645	9MM	PI
60	03C2121	SMITH & WESSON	278201	194768	.45	PR
61	03C99774	NEF	R22	NB009363	.22	PR
62	03C53909	COBRAY	PM-11	940022039	9MM	PI
63	03C75303	RG IND	RG31	0204778	.38	PR
64	05C45694	DAVIS IND	P380	AP070148	.380	PI
65	03C41332	TAURUS	1020650	U131622	.357	PR
66	05C17451	BERSA	THUNDER380	586620	.380	PI
67	03C41859	KELTEC	P11	49936	9MM	PI
68	03C73209	DAVIS IND	P-380	AP375447	.380	PI
69	03C41859	JENNINGS	J-22	614752	.22	PI
70	03C2121	JENNINGS	J-22	119381	.22	PI
71	03C82206	SMITH & WESSON	SW40V	PAP5521	.40	PI
72	03C69687			V665429P	.38	PR
73	05C27728	CLERKE	CLERKE 1 ST	863656	.32	PR
74	03C69687	BRYCO ARMS	JENNINGSNINE	1510271	9MM	PI
75	03C24238	GLOCK	23	EUE367US	.40	PI
76	03C89784	LORCIN	L380	014088	.380	PI
77	03C2121	BERETTA	96	BER037888M	.40	PI
78	03C2121	COLT		85174	.380	PI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
79	03C2121	RUGER	SINGLESIX	353501	.22	PR
80	03C48625	DAVIS IND	D-25	288898	.25	PD
81	03C6105	GLOCK	26	EAY074US	9MM	PI
82	03C48065	GLOCK	21	ESX525US	.45	PI
83	03C52072	CHINESE	213	5368419	9MM	PI
84	03C33908	SMITH & WESSON	254	22922989	.357	PR
85	03C2121	FIE	E2825ACP	DK31463	.25	PI
86	03C2121	RUGER	SINGLESIX	6717024	.22	PR
87	03C41859	LORCIN	L9MM	L045985	9MM	PI
88	03C37024	SINGER		8950	7.65	PI
89	02C129890	BERSA	SERIES 05	347995	.380	PI
90	02C121002	PW ARMS		AE272349		PI
91	03C37079	JENNINGS	J-22	519404	.22	PI
92	02C96498	STERLING	LR	A79884	.22	PI
93	02C36822	LORCIN	L32	006499	.32	PI
94	02C99507	AUBERTI&C.GARDONE	CATTLEMAN	29827	.44	PR
95	05C22289	BROWNING	HIGH POWER	245NX68340	9MM	PI
96	02C59679	GLOCK	19	ATL159US	9MM	PI
97	02C79399	PEN GUN			.38	
98	02C74496	H&R	922	V12960	.22	PR
99	04C12579	LORCIN	L22	B03293	.22	PI
100	04C673	DAVIS IND	P-32	P175663	.32	PI
101	04C16588	RAVEN ARMS	P-25	380187	.25	PI
102	04C32286	BERETTA	92D	BER432988Z	9MM	PI
103	04C18594	GLOCK	17	ANH455US	9MM	PI
104	04C40588	RAVEN ARMS	MP-25	854920	.25	PI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
105	04C41660	JENNINGS	J-22	298539	.22	PI
106	04C49979	RAVEN ARMS	MP-25	1769553	.25	PI
107	04C19309	NORTH AMERICAN ARMS		W96853	.22	PD
108	04C30273	SMITH & WESSON		68569	.38	PR
109	04C10829	PHOENIX ARMS	RAVEN	3019997	.25	PI
110	04C45378	IVER JOHNSON	TP	AE12730	.22	PI
111	02C85670	CDM		0021028	.22	PR
112	00C42713	LORCIN	LH380	LH05369	.380	PI
113	04C10565	SMITH & WESSON	5906	THE5894	9MM	PI
114	04C27028	ROSSI	M88	W249235	.38	PR
115	04C57189	HIGH STANDARD	SPORT KING	372187	.22	PI
116	04C31356	RUGER	SERVICE SIX	15848965		PR
117	04C41608	HIGH POINT	JC	106770	.40	PI
118	04C14240	COBRAY	CM-11	940021023	9MM	PI
119	04C24756	BRYCO	JENNINGSNINE	1556563	9MM	PI
120	04C34783	LORCIN	L380	134969	.380	PI
121	04C22119	LORCIN	L380	097434	.380	PI
122	04C35405	KIMBER	CLASSIC	K024773	.45	PI
123	04C47447	BRYCO	JENNINGSNINE	1460680	9MM	PI
124	04C41380	RUGER	P85 MK22		9MM	PI
125	04C32669	H&R	922	M44979	.22	PR
126	04C5814	REMINGTON	1911A1	2384455	.45	PI
127	04C47690	LORCIN	L25	184041	.25	PI
128	04C2611	DAVIS IND	P-380	AP173596	.380	PI
129	04C415	EXCAM	TA	L79708	.38	PS
130	04C24529	HI POINT	C9	P193723	9MM	PI

131	04C2586	JENNINGS	BRYCO59	768570	9MM	PI
132	04C37189	CHARTER ARMS	UNDERCOVER	466774	.38	PR
133	04C32286	JENNINGS	48	908634	.380	PI
134	05C1278	IVER JOHNSON		5027	.25	PR
135	05C5314	RG IND	RG23	T539075	.22	PR
136	05C36506	SUNDANCE IND	A25	033335	.25	PI
137	05C48344	COBRAY	PMII	940026772	9MM	PI
138	05C29787	RUGER	22	167941	.22	PI
139	05C23117	RG	RG26	U103695	.25	PI
140	05C16169	BRYCO	JENNINGS J22	136959	.22	PI
141	05C25829	DAVIS IND	D32	284834	.32	PD
142	05C38200	RUGER	MKII	1997590	.22	PI
143	05C37453	RAVEN	MP25	1794529	.25	PI
144	05C1278	RAVEN	MP25	1793148	.25	PI
145	05C7123	BRYCO	38	1520874	.380	PI
146	05C39626	BRYCO	38	1228091	.380	PI
147	05C30459	RUGER	MARK II TARGET	21631939	.22	PI
148	05C7123	SMITH & WESSON	626	AUD4172	.357	PR
149	05C26062	COLT	38	D21170	.38	PR
150	05C28075	RUGER	P89DC	30700914	9MM	PI
151	05C38200	H&R	666	AT153246	.22	PR
152	05C42281	RUGER	P89	31460382	9MM	PI
153	05C14017	RUGER	P95DC	31165172	9MM	PI
154	05C37191	SPRINGFIELD ARMORY	1911A1		.45	PI
155	05C36707	GLOCK	17	ABH120US	9MM	PI
156	05C38200	ROHM	RG10	928526	.22	PR
157	05C20113	HI POINT	JHP	X421267	.45	PI

158	05C9777	HI POINT	JH	316943	.45	PI
159	02C114722	MAKAROV	IJ-70	A020102	9MM	PI
160	02C76742	DAEWOO	DP51	01350	9MM	PI
161	01C102800	RUGER	P89	30513513	9MM	PI
162	01C102223	SMITH & WESSON	457	VKN2586	.45	PI
163	02C108833	ASTRA	A75	W7101	.40	PI
164	00C14546	COLT	KING COBRA	VCO399	.357	PR
165	06C40406	GLOCK	19	GVM602	9MM	PI
166	02C98361	SMITH & WESSON	457	TDR1133	.45	PI
167	06C84520	PHOENIX ARMS	HP22A	4256151	.22	PI
168	01C83033	COLT	MKIV	RR07467	.380	PI
169	00C43931	FEG	PMK380	14506	.380	PI
170	06C80957	H & R	922	117655	.22	PR
171	01C113580	CONNECTICUT VALLEY ARMS				PR
172	00C46837	COBRAY	PMII	940008979	9MM	PI
173	02C62283	BAIKAI	PC3931	A019333	9MM	PI
174	00C104287	H & K	USP	2221177	.40	PI
175	01C58431	ROHM		946664	.22	PR
176	06C53047	DAEWOO	DP51C	BB002070	9MM	PI
177	01C30786	ROHM	RG10	1071371	.22	PR
178	01C33155	LORCIN	L25	226625	.25	PI
179	06C68431	BAIKAI	NK70	PC6253	9MM	PI
180	01C48832	INTRATEC	AB-10		9MM	PI

APRIL 2010 LONG GUN LIST

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	02C85670	WINCHESTER	12		12GA	SP
2	03C63305	MOSSBERG	500A		12GA	SP
3	03C56834	REMINGTON	121	5889	.22	RP
4	03C56834	WINCHESTER	12	505265	12GA	SP
5	03C56834	IVER JOHNSONS		43017	410GA	SS
6	03C73287	REMINGTON	870	0001264M	12GA	SP
7	03C58709	MARLIN	75		.22	RI
8	03C73958	RUGER	10/22		.22	RI
9	03C56834	RUGER	10/22	11598358	.22	RI
10	03C73266	REMINGTON	870	X092756M	12GA	SP
11	03C83585	REMINGTON	SPORTSMAN58	247271W	16GA	SI
12	03C56834	REMINGTON	870	V921353X	20GA	SP
13	03C56834	REMINGTON	550-1		.22	RI
14	03C56834	REMINGTON	870	1215507X	20GA	SP
15	04C18245	REMINGTON	522VIPER	3185110	.22	RI
16	03C101924	ROMARM	AK47	1400742003	7.62	RI
17	09C70402				20GA	SS
18	09C70402	GLENFIELD	60	23316419	.22	RS
19	04C44344	MOSSBERG	500ATP8S	G954358	12GA	SP
20	04C2009	NORINCO	22ATD	846140	.22	RS
21	04C50424	WINCHESTER	370	C363608	12GA	SS
22	04C8755	HIAWATHA			20GA	SP
23	05C36707	AMERICAN ARMS	SILVER	A56930	12GA	SO
24	04C18854	MOSSBERG	500C		20GA	SP
25	04C37189	REMINGTON	870EXPRESS	W580230M	12GA	SP
26	04C41608	WINCHESTER	190	B1751148	.22	RI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	01C44779	ARMI	SANMARCO	020764	12GA	SS
28	03C23421	NORINCO	SKS	14224479	7.62	RA
29	03C9625	WINCHESTER	94AE	6357952	30-30	RL
30	03C21561	SAVAGE ARMS	62	L360278	.22	RI
31	03C83866	WINCHESTER	27	887937	12GA	SP
32	03C34802	MOSSBERG	500A	P706454	12GA	SP
33	03C23964	MAUSER	98	852633	7X57	RB
34	03C18348	ROSSI	625A	G206054	.22	RP
35	03C2121	WINCHESTER	06	53232	.22	RP
36	03C32360	HIGHPOINT	995	A30160	9MM	RI
37	03C28523	WICHESTER	70	G2311365	270	RB
38	03C12226	REVELATION	100		.22	RB
39	03C2121	CHINESE		72463		RB
40	03C17937	IVER JOHNSON	410	64909	410GA	SS
41	03C2121	H & R	TOPPERM48	15282	12GA	SS
42	03C2121	GG JULCHER				RU
43	03C43271	COAST TO COAST	187		12GA	RB
44	03C2121	SEARS	1	27327010	.22	RB
45	03C2121	FIE		GR66283	.22	RI
46	03C2121	HIGHPOINT	995	B02169	9MM	RI
47	03C2121	NORINCO	SKS	1513708	7.62	RI
48	03C2121	MOSSBERG	500AG	J126206	12GA	SP
49	03C27504	REMINGTON		58A3153	.22	RI
50	03C2121	WINCHESTER	97	995734	12GA	SP
51	02C7141	SEARS	M200	P251254	12GA	SP
52	03C48840	ITHACA	37R		12GA	SP

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
53	06C82096	SKS		01577	7.62	RI
54	05C23626	CHINESE	SKS	1033314	7.62	RI
55	01C102223	ROMARM	SAR1	S10296499	7.62	RI
56	05C5566	REMINGTON	1100	39433V	12GA	SI
57	05C46946	WESTERNFIELD	M550ABD	6571980	12GA	SP
58	05C7937	JC HIGGINS	2012GA		12GA	SP
59	05C7123	NORINCO	SKS	18000207	7.62	RI
60	05C19877	TRADITIONS INC	FOX RIVER FIFTY		50 CAL	RU
61	05C7123	RUGER	1022	23950205	.22	RI
62	05C7937	REMINGTON	WINGMASTER870	388376V	12GA	SP
63	05C7123	MOSSBERG	500C		20GA	SP
64	05C38200	REVELATION	410	H947995	410GA	SP
65						
66						
67						
68						
69						
70						
71						
72						
73						
74						
75						
76						
77						
78						

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: New Communities - Investing in People and Property Non-Financial Agreement
(Districts I, III, IV, VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Authorize staff to enter into a non-financial agreement with Urban Strategies, Inc.

Background: In 2006 the New Communities Initiative was introduced as a comprehensive way to address conditions in a portion of northeast Wichita which contained significant social and infrastructure challenges. The area was initially identified because of the high number of persons who were sentenced to Kansas prisons from the area, and who returned to the area at the end of their sentences. There were also disproportionately high rates of unemployment and high school dropouts in the area, which also included a majority of property with code violation cases. The initiative used a philosophy of redirecting existing resources to begin to address the issues.

Analysis: It was subsequently determined by review of best practices, that a greater degree of success could be achieved if an area with a smaller geography was targeted. City staff developed a plan which will target four different 2-3 block areas with intensive community redevelopment. Urban Strategies, Inc. has received funding from the Ford Foundation to help inform professionals working the fields of community development and prisoner reentry on what works best in mid-sized mid-western cities such as Wichita. Because of their prior successful work with the New Communities Initiative, Urban Strategies has proposed to continue their work in our community, in support of the New Communities – Investing in People and Property (New Communities IPP).

Goal Impact: Enhance the Quality of Life and Core Area and Neighborhoods goals.

Financial Considerations: This is a non-financial agreement. The Ford Foundation is covering all Urban Strategies' costs.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council authorize staff to enter into a non-financial agreement with Urban Strategies, Inc.

Attachments: Agreement.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by the City of Wichita Housing and Community Services Department, hereinafter referred to as the "City" and Urban Strategies, Inc., hereinafter referred to as "Urban".

WHEREAS, the City WHEREAS, the "City" desires to implement a comprehensive community development strategy which has been identified as New Communities – Investing in People and Property (New Communities-IPP);

WHEREAS, "Urban" has the desired skills to assist the "City" and was involved as a consultant, in the "City's" original New Communities Initiative;

WHEREAS, "Urban" has financial support from the Ford Foundation, to provide technical assistance and consultative services for a project like the "City's" New Communities-IPP;

NOW, THEREFORE, the "City" and "Urban" do hereby agree as follows:

I. SCOPE OF AGREEMENT

"Urban" will serve as additional staff support and technical assistance provider to the New Communities-IPP effort. Both parties recognize that the New Communities IPP:

- must be a data driven, results oriented approach to identifying and addressing issues affecting people and property;
- must have a strong implementation team that has the ability to work locally in the neighborhoods to develop strategies, set priorities and get work done but which also can drive broad systemic policy changes based on real time observations; and
- must build on the good framework of New Communities while making necessary improvements.

II. EFFECTIVE DATE AND TERM

This Agreement shall become effective May 11, 2010 and will remain in effect until December 31, 2010.

III. AMENDMENT

This Agreement may be amended by mutual written agreement of the "City" and "Urban".

IV. ADMINISTRATION OF AGREEMENT

- A. This Agreement will be administered by the Housing and Community Services Department on behalf of the "City". Mary K. Vaughn, Director of Housing and Community Services, will be the contact person.

- B. “Urban” will fulfill obligations under this Agreement with staff of their choosing. Sandra Moore, President of Urban Strategies, Inc. will be the contact person.
- C. Urban will perform the following activities pursuant to this Agreement:
 - 1. Provide one to two staff people dedicated to the work in Wichita for the effective dates of this Agreement, maintain a regular work schedule in the city of Wichita consistent with the work assigned, including at least one in-person visit per month if needed, and provide reports as desired and required.
 - 2. Preparing deep data profiles for each of the communities (in line with the kind of data framing that undergirds the *Invest St. Paul* or the *Great Indy Neighborhoods* initiatives in St. Paul MN and Indianapolis IN respectively), to provide a basis for strategic capital and services investments. “Urban’s” initial partner in Wichita, the Council of State Governments, will be consulted by “Urban” to take advantage of the Council’s premier data analysis and data mapping systems in the country.
 - 3. Provide transition support from the Executive Policy Team to the District Investment Team approach so that: 1) all see the value of the initial Executive Team work in getting the public and the private sectors on the same policy page, and 2) at the same time the District Investment Teams will be validated as the neighborhood based implementation and governance vehicle with authority to set priorities and launch strategies that will transform the neighborhoods block by block;
 - 4. Assist the District Investment Teams, in developing a prioritized implementation plan for each neighborhood. The plan will, at a minimum include priorities, best practice strategies, responsibility matrix, timeline, budget, essential partners and expected outcomes. The implementation plans will capitalize on the previous completed neighborhood planning and goal setting while guiding immediate implementation of objectives to improve the people and the property (place);
 - 5. Where appropriate, introduce national best practices, positive outcomes and any systemic policy changes that will assist Wichita in its New Communities-IPP initiative or, alternatively, provide to the national field of community revitalization and reentry professionals information about the success of specific New Communities-IPP activities.
- D. The “City” will perform the following activities pursuant to this Agreement:
 - 1. Provide workspace for “Urban” staff during their Wichita visits.

2. Facilitate introductions to City staff, community leaders and other stakeholders who will have roles in implementation of the New Communities-IPP.
3. Provide staff to facilitate community meetings.

V. FINANCIAL TERMS

“Urban” will provide for all of their staff time, travel, lodging and incidental expenses without cost to the “City” throughout the terms and effective dates of this Agreement.

VI. TERMINATION OF AGREEMENT

Either party hereto, upon thirty (30) days written notice to the other party, may terminate this Agreement. By such termination, neither party may nullify obligations incurred prior to the effective date of the termination.

VII. RECORDS

“Urban” will provide to the “City”, copies of all reports and data relative to this assignment, as they are developed during the term of the Agreement and subsequent to the end of the Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the most recent date of both signatures appearing below.

Robert Layton, City Manager

Date

Sandra Moore, President, Urban Strategies, Inc.

Date

Approved As To Form, Gary Rebenstorf, City Attorney

Date

**City of Wichita
City Council Meeting
May 11, 2010**

TO: Mayor and City Council

SUBJECT: Renovations to Swimming Pools and Fountain infrastructure (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the project.

Background: Most of the City's swimming pools and fountains have been in use for many years. Their operation requires the use of caustic chemicals to maintain balance of the water chemistry to keep them clean and attractive for the public. Some of the pool and fountain operations are in jeopardy and on the verge of complete system failure due to age and corrosion.

Analysis: The caustic chemicals used at these locations have an aggressive corrosive effect on the wood decks, pumps, valves, pipes, filters and barrier handrails; staff recommendation is that these infrastructure items be replaced.

Financial Considerations: The purpose of this agenda item is to initiate the 2009, 2010 and 2011 funding designated for this purpose, totaling \$420,000 of General Obligation bonds, in the Adopted 2009-2018 Capital Improvement Program and to establish an account for performing the work. As work plans are developed for various projects over time, individual procurement contracts will be proposed following normal City purchasing procedures.

Goal Impact: This project addresses the Efficient Infrastructure goal to maintain and optimize public facilities and assets.

Legal Considerations: The Legal Department has approved the resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution and authorize the necessary signatures.

Attachments: CIP sheet, resolution and declaration of official intent certificate.

CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION		USL: <input type="checkbox"/> To Initiate Project <input checked="" type="checkbox"/> To Revise Project <input type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.
CITY OF WICHITA				
1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 2/22/2010	4. Project Description & Location Swimming Pools & Fountains Wrought iron fencing, replace wood deck supports, replace pumps at Water Wall and replace pumps, valves, piping & filters at all pools and fountains in all districts	
5. CIP Project Number PN XXXXXX	6. Accounting Number PROJ # 415161 OCA # 792444	7. CIP Project Date (Year) 2009 2010 2011	8. Approved by WCC	Date 20-Apr-10
9. Estimated Start Date 2010	10. Estimated Completion Date 2011	11. Project Revised		
12. Project Cost Estimate				12A.
ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
OTHER CONSTRUCTION	420,000			420,000
Totals	420,000			420,000
Total CIP Amount Budgeted	420,000			420,000
Total Prelim. Estimate	420,000			420,000
13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

RESOLUTION NO. 10-133

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF WROUGHT IRON FENCING AT FOUNTAINS, REPLACE WOOD DECK SUPPORTS AT A PRICE WOODARD PARK, REPLACE PUMPS AT WATER WALL AND REPLACE PUMPS, VALVES, PIPING AND FILTERS AT ALL SWIMMING POOLS AND FOUNTAINS IN ALL DISTRICTS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to purchase and install wrought iron fencing at fountains, replace wood deck supports at A Price Woodard park, replace pumps at Water Wall and replace pumps, valves, piping and filters at all swimming pools and fountains in all districts.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of purchase and installation of wrought iron fencing at fountains, replace wood deck supports at A Price Woodard park, replace pumps at Water Wall and replace pumps, valves, piping and filters at all swimming pools and fountains in all districts. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$420,000 exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 11th day of May, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

SWIMMING POOLS & FOUNTAINS – Replace pumps at Water Wall, replace pumps, valves, piping & filters at 11 swimming pools, replace deck supports at A Price Woodard Park, wrought iron fence at fountains.

VARIOUS LOCATIONS

PROJECT NUMBER 435461, OCA NUMBER 792544

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is \$420,000.00 dollars exclusive of the cost of interest of borrowed money.
7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.
8. This certificate being signed and executed under oath by the Finance Director of the City on the _____ day of _____.

(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Sworn to and subscribed before me this _____ day of _____.

(month, year)

My appointment expires:

Notary Public

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Transportation Contract for the Summer Recreation Programs. (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the contract.

Background: Summer of Discovery is a ten-week program offered by the Park and Recreation Department. This program is designed for children ages six to thirteen and offers a number of recreational venues and field trip opportunities in Wichita and surrounding areas. Licensed and insured transportation services are necessary to transport children to these venues. Transportation services will also be utilized at five Summer Activity Camp sites.

Analysis: A Request for Proposal (RFP) was sent to nine vendors (FP 030024) to provide transportation services for the Summer Recreation Programs in early 2010 by the Park and Recreation Department. A proposal presented by First Student met the RFP criteria in terms of qualifications, experience, references and cost. First Student was the only company to submit a proposal.

Financial Consideration: Estimated annual cost of the contract is \$35,545. The Budget allocation for this portion of the Summer Recreation Programs' budget is \$36,280.

Goal Impact: The Summer Recreation Programs will enhance Quality of Life by providing a safe, fun and educational environment for all enrolled children during the summer months. The ability to transport children to various field trip destinations adds variety and entertainment to the program.

Legal Consideration: The Law Department has reviewed and approved the contract as to form.

Recommendation/Actions: It is recommended that the City Council approve the selection of First Student as the provider of transportation services for the Summer Recreation Programs and authorize the necessary signatures.

Attachment: Summer Recreation Programs Transportation Contract.

**CONTRACT
For
BUS TRANSPORTATION FOR SUMMER
RECREATION PROGRAMS**

BLANKET PURCHASE ORDER NUMBER BP030037

THIS CONTRACT entered into this 11th day of May 2010, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **FIRST STUDENT, INC.** (Vendor Code Number 824644-001), whose principal office is at 184 Shuman Boulevard, Suite 300, Naperville, Illinois, 60563, Telephone Number (630) 848-2919, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Bus Transportation for Summer Recreation Programs** (Formal Proposal – FP030024) [Commodity Code Number 96289]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP030024, [Commodity Code Number 96289] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP030024, shall be considered a part of this Contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** the following **unit price** for **Bus Transportation for Summer Recreation Programs**, Formal Proposal – FP030024 [Commodity Code Number 96289] for the Park & Recreation Department, Recreation Division, as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of April 22, 2010, and as approved by the City Council on May 11, 2010.

<u>Item Number</u>	<u>Description</u>	<u>Unit Cost Per Bus Hour</u>
1	Provide transportation for participants and staff as directed by the City of Wichita's Park Department for trips within the city limits of Wichita, Kansas, with a (2) two-hour minimum, and more or less dependent upon the actual schedule to be provided by the City of Wichita's Park Department.	\$49.00
2	Provide transportation for participants and staff as directed by the City of Wichita's Park Department for trips outside the city limits of Wichita, Kansas, with a (2) two-hour minimum, and more or less dependent upon the actual schedule to be provided by the City of Wichita's Park Department.	\$49.00

Billing Terms – Net Thirty (30) Days

VENDOR will send billings to the City of Wichita's Park Department and are to include an itemized listing of transportation services furnished during the month.

VENDOR further agrees to the following conditions:

- I: Each child will have his or her own seat. When necessary, there may be two in a seat or three per flat bench seat.
- II: Each bus shall be equipped with a first aid kit and a fire extinguisher, as well as other emergency equipment.
- III: Only qualified drivers will be used.

The City of Wichita's Park Department agrees to provide a written schedule (Exhibit B) of transportation requirements to **VENDOR** prior to the start of this Contract and will provide changes and/or amendments to the schedule in writing within five working days prior to the required change date.

VENDOR agrees to accept all written changes in the transportation schedule without requiring penalty to the City of Wichita.

VENDOR further agrees to accept cancellations of individual daily transportation services without penalty to the City of Wichita if notification is received by the **VENDOR** one hour prior to the designated bus leaving the **VENDOR's** site.

VENDOR agrees to maintain books, documents, papers, accounting records and other evidence pertaining to work performed and payments made under this Contract and to make such materials available at its place of business at reasonable times

during the Contract's period, and for (3) three year's from the date of final payment under the Contract for inspection by the City of Wichita or its authorized representative.

VENDOR represents that after a reasonable investigation, neither it nor any of its principals, substitutes, or employees have ever been convicted in any state or federal court of any felony charge involving forgery, theft, burglary, perjury, battery, homicide, or morals or sex crimes, and by signing this Contract below thereby consents to a criminal history background check for the purpose of verifying said representations.

The City of Wichita's Park Department agrees to be responsible for loading and unloading buses.

3. Term. The term of this Contract shall be effective from **May 31, 2010 through August 6, 2010**, with options to renew the Contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of both parties. This Contract is subject to cancellation by the city, at its discretion at any time within the original Contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. Indemnification and Insurance.

a. Except to the extent any suit, claim, damage, or loss for injury to person or property, arises from or is caused by errors, omissions, or negligent acts of **CITY**, its officers, agents, servants, employees, or others acting on behalf of **CITY**, **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—
operations, xcu (explosion, collapse and underground) hazards when
applicable, Product/Completed operations, Broad Form Property
Damage,
and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
---------------------------	---

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
---	---

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

5. **Independent Vendor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not

a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. No Arbitration. The VENDOR and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This Contract shall be interpreted according to the laws of the State of Kansas.

12. Representative's Authority to Contract. By signing this Contract, the representative of the contractor or vendor represents the he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

13. Invalid Provisions. In the event any provision contained here is held to be invalid by any court of competent jurisdiction, that invalidity shall not affect any other.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

THE CITY OF WICHITA

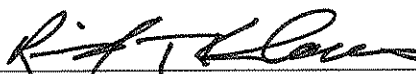
Karen Sublett
City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

FIRST STUDENT, INC.

Gary E. Rebenstorf
Director of Law


Signature

Richard T. Klaus
Print Signature Name

CITY OF WICHITA, KANSAS

Senior Director
Title (President or Corporate Officer)

Carl G. Brewer, Mayor

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (I, II, III, IV, and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinances allow placement of the lot cleanup and mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: These assessments are in accordance with Chapters 7.40.050 and 7.40.060 and 8.01.065 of the City Code. This agenda report has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List for Special Assessments

Weed Mowing	Address / Location	Amount	District No.
C-12600	1716 E 23RD ST N	\$120.24	1
C-24773	2257 N GROVE	\$120.24	1
C-24774	2245 N GROVE	\$120.24	1
C-24772	2269 N GROVE	\$120.24	1
C-24771	2301 N GROVE	\$120.24	1
C-24770	2309 N GROVE	\$120.24	1
C-24769	2317 N GROVE	\$120.24	1
C-24768	2327 N GROVE	\$120.24	1
C-24767	2331 N GROVE	\$120.24	1
C-02851	2715 E 13TH ST N	\$120.24	1
C-38392	V/L 3 S OF 9045 E KELLOGG	\$120.24	2
D-02890	1932 S SEDGWICK ST	\$120.24	4
D-60651	11910 W PAWNEE	\$120.24	4
D-04816	1742 S GLENN - V/L	\$120.24	4
C-29323	2664 S FEES ST	\$120.24	3
C-00918	1208 N SPRUCE AVE	\$120.24	1
C-00914	V/L S OF 1211 N GROVE	\$120.24	1
D-08204	3027 S VINE ST	\$120.24	4
C-13304	2509 E STADIUM DR	\$120.24	1
C-29914	3187 S DAVIDSON	\$120.24	3
D-09086	3417 W ST LOUIS AVE	\$120.24	6
C-03636	1718 N GREEN ST - V/L	\$120.24	1
C-01423-0001	1812 N SPRUCE - V/L	\$120.24	1
C-00614	607 N ASH - V/L	\$120.24	1
C-00915	1203 N GROVE AVE	\$120.24	1
C-00913	1211 N GROVE AVE	\$120.24	1
C-00771	V/L N OF 1014 N ASH	\$120.24	1
C-00783	1035 N ASH	\$120.24	1
C-00784	1037 N ASH	\$120.24	1
C-00785	1055 N ASH	\$120.24	1
C-07691	1848 N ESTELLE AVE	\$120.24	1
C-07681	1847 N VOLUTSIA AVE	\$120.24	1
B-02820-0001	708 N MINNEAPOLIS AVE - V/L	\$120.24	1
C-01000	1352 N KANSAS AVE	\$120.24	1
C-07726	1807 N POPLAR	\$120.24	1
C-07723	1821 N POPLAR	\$120.24	1
C-07722-003A	1829 N POPLAR	\$120.24	1
C-24775	2233 N GROVE	\$120.24	1
C-03193-0001	1608 N VOLUTSIA AVE	\$120.24	1
C-03628-0001	1657 N VOLUTSIA AVE	\$120.24	1

Lot Clean-UP	Address / Location	Cost	District No.
C-02721	1226 N GROVE	\$492.50	1
C-02743	1157 N POPLAR – V/L	\$720.20	1
D-09581	4629 W 2 ND ST N – V/L	\$673.90	4

D-04526	429 N DODGE	\$572.40	4
A-01470	1311 N WELLINGTON PL	\$420.10	6
D-04799-0002	1649 S GLENN AVE	\$443.80	4
C-01089	1626 N PIATT	\$584.75	1
C-20216	1621 N KENMAR	\$611.50	1
C-07597-0002	1707 N POPLAR - V/L	\$1,088.69	1
B-10251	1502 E 16TH ST N - V/L	\$461.24	1
C-00611	541 N ASH - V/L	\$421.59	1
B-05790-0001	1822 S SANTA FE	\$485.00	3
C-30083	1042 S TERRACE	\$225.00	3
C-30090	1118/1120 S TERRACE - DUPLEX	\$205.00	3
C-30115	1214/1216 S TERRACE - DUPLEX	\$205.00	3
B-11354	1207 E EL MONTE	\$205.00	3
C-15346	1044 N ESTELLE	\$205.00	1
C-02472-02AA	2911 E 9 TH	\$205.00	1
C-04500	1728 N HILLSIDE	\$410.00	1
C-24386	2614 N ASH	\$205.00	1
B-04903	815 S TOPEKA	\$205.00	1
C-14011	811 N GREEN	\$471.00	1
C-04752	1913 N ERIE	\$616.30	1
C-01343-0005	1531 N MINNESOTA	\$574.60	1
C-00203	426 N PIATT - V/L	\$387.95	1
A-06683	1447 S MAIN	\$406.65	1
C-17333	3415 E GRANDVIEW	\$407.65	3
A-06041	1012 S MARKET	\$495.70	1
C-05150	1524 S HYDRAULIC AVE	603.30	1
C-29057	3861 E ROSEBERRY	812.45	3
C-16504	2102 E SHADYBROOK LN	646.10	1
C-13303	2503 E STADIUM - V/L	326.40	1
B-01541	1611 N TOPEKA	\$ 1,045.40	6

_____ Published in The Wichita Eagle on May 21, 2010

ORDINANCE NO. 48-738

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE
COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and
parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of
cutting weeds in the City of Wichita, Kansas in the year 2010:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
S 23 FT LOT 16-ALL LOT 18 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	120.24
LOTS 37-39 ASH ST. STITES BROS. 2ND. ADD.	120.24
LOTS 26-28 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	120.24
LOTS 25-27 MC INTYRE & STEELE'S SUB.	120.24
LOTS 29-31 MC INTYRE & STEELE'S SUB.	120.24
N 1/2 LOT 37 - ALL LOTS 39- 41-43-45 MCINTYRE & STEELE'S SUB.	120.24

S 10 FT LOT 11 - ALL LOTS 13-15 TIPPECANOE ADD	120.24
LOTS 17-19 TIPPECANOE ADD.	120.24
LOTS 21-23 TIPPECANOE ADD.	120.24
LOTS 18-20 TIPPECANOE ADDITION	120.24
LOTS 35-36 ROSENTHAL'S 2ND. ADD.	120.24
LOTS 83-85 SPRUCE ST. STOUT'S ADD. EXEMPT NO. 92-76-TX	120.24
E1/2 LOTS 2-4-6-8 ESTELLE AVE FAIRMOUNT PARK ADD.	120.24
LOTS 6-8 VOLUTSIA AVE. WOODRIDGE PLACE ADD.	120.24
LOTS 45-47 ACADEMY NOW VOLUTSIA FAIRMOUNT ORCHARDS ADD	120.24
LOTS 32-34 2ND. FAIRMOUNT ORCHARDS ADD.	120.24

LOTS 10-12 BLOCK 5 WESTMORELAND ADD.	120.24
LOTS 9-11 BLOCK 5 WESTMORELAND ADD.	120.24
LOTS 26-28 BLOCK 8 WESTMORELAND ADD.	120.24
LOTS 30-32 BLOCK 8 WESTMORELAND ADD.	120.24
LOTS 42-44 BLOCK 8 WESTMORELAND ADD.	120.24
LOT 3 BLOCK A MILLAIR ADD.	120.24
E 30 FT LOT 7 & W 42 FT OF LOT 8 BLOCK 5 SHADYBROOK ADD.	120.24
LOT 20 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24
LOT 21 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24
LOT 22 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24

LOT 23 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24
LOT 24 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24
LOT 25 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24
LOT 26 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24
LOT 27 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24
LOT 28 BLOCK DD AUDREY MATLOCK HEIGHTS 2ND. ADD.	120.24
LOT 12 BLOCK P PLANEVIEW SUB. NO. 1	120.24
LOT 48 BLOCK J PLANEVIEW SUB. NO. 2	120.24
LOT 2 EAST TURNPIKE ENTRANCE 2ND. ADD.	120.24
LOTS 25-27 BLOCK O SOUTH UNIVERSITY PLACE ADD.	120.24

LOTS 34-36 BLOCK 8 WHITLOCK'S REPLAT	120.24
LOT 34 BLOCK C GENE DOUGLAS MATLOCK ADD.	120.24
E 1/2 ACRE LOT 28 EXC E 30 FT FOR ST. KNIGHT ACRES	120.24
LOT 1 BLOCK 1 PRAIRIE CROSSROADS UN METHODIST CH	120.24

SECTION 4. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **18th** day of **May, 2010**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

Published in The Wichita Eagle on May 21, 2010

ORDINANCE NO. 48-737

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 1208-1210 WATER ST. BUSH'S ADD.	420.10
S 5 FT LOT 120-ALL LOT 122 MARKET ST. LEE'S ADD.	495.70
N 25 FT LOT 36 MAIN ST. E. E. FORD'S ADD.	406.65
LOTS 10-12 TOPEKA AVE. FORD'S ADD.	1,045.40
S 40 FT E 140 FT SCHOOL RES & 1/2 VAC ALLEY ADJ ON S BLOCK 2 ORME & PHILLIP'S ADD.	205.00
LOTS 18-20	485.00

BLOCK 9 ALLEN & SMITH'S ADD.	
LOT 13 FOX-HUEY ADD.	461.24
LOT 2 BLOCK 7 RAINBOW FIRST ADD	205.00
LOT 18 & LOT 20 EXC N 9.2 FT OZANNE & WINDSOR'S SUB.	387.95
LOTS 25-27 ASH ST. STITES BROS. 2ND. ADD.	421.59
LOTS 72-74-76 GUY NOW PIATT AVE LOGAN ADD.	584.75
LOTS 21-23 BLOCK 2 OHIO ADD.	574.60
LOTS 47-49 & N 5 FT VAC ALLEY FRISCO NOW 9TH ST. FRISCO AVE. ADD.	205.00
LOTS 76-78 TYLER NOW GROVE ST. FAIRMOUNT PARK ADD.	492.50
LOTS 97-99 POPLAR ST. FAIRMOUNT PARK ADD.	720.20
LOTS 24-26	410.00

HILLSIDE AVE. FAIRMOUNT ADD.	
LOTS 38-40 BLOCK 1 COLLEGE TERRACE ADD.	616.30
LOTS 72-74 WALTER MORRIS ADD.	603.30
LOTS 35-37-39 POPLAR AVE. CARR'S ADD.	1,088.69
E 47 FT LOT 6 & W 25 FT LOT 7 BLOCK 5 SHADYBROOK ADD.	326.40
LOT 26 PARKMORE 2ND. ADD.	471.00
LOT 9 FAIRMOUNT PARK 2ND. ADD.	205.00
LOT 1 BLOCK 1 BUILDERS 2ND. ADD.	646.10
LOT 17 BARTLETT PLAZA ADD.	407.65
LOT 17 BLOCK 3 KEN-MAR ADD.	611.50
LOT 8	205.00

BLOCK 3 RIDGECREST ADD.	
LOT 5 BLOCK F PLANEVIEW SUB. NO. 1	812.45
LOT 8 EXC TH PT E OF LI 62.07 FT M-L W OF E LI BLOCK D HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND. ADD.	225.00
LOT 15 BLOCK D HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND. ADD.	205.00
LOT 40 BLOCK D HILLTOP MANOR SUB A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	205.00
LOTS 117-119 DODGE AVE. MC CORMICK'S 3RD. ADD.	572.40
S 21 FT LOT 43-ALL LOT 45 & N 4 FT VAC MERTON ON S. BLOCK 2 WHITLOCKS REPLAT	443.80
LOT 24 BLOCK 10 ORCHARD PARK ADD.	673.90

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **18th day of May, 2010.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Door Replacements – Replacements doors and frames at various City Facilities (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the project.

Background: Over the years, the doors of several City buildings have been broken into and vandalized. Dozens of other doors, both interior and exterior, are broken, rusted and deteriorated from age and years of extended use.

Analysis: It is staff's recommendation that these doors, frames, operators and associated hardware be replaced in order to maintain the security and functionality of City facilities.

Financial Considerations: The purpose of this agenda item is to initiate the 2009, 2010 and 2011 funding designated for this purpose, totaling \$240,000 of General Obligation bonds, in the Adopted 2009-2018 Capital Improvement Program (CIP) and to establish an account for performing the work. As work plans are developed for various projects over time, individual procurement contracts will be proposed following normal City purchasing procedures.

Goal Impact: This project addresses the Efficient Infrastructure goal to maintain and optimize public facilities and assets.

Legal Considerations: The Legal Department has approved the resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the Resolution and authorize the necessary signatures.

Attachments: CIP sheet, resolution and declaration of official intent certificate.

CAPITAL IMPROVEMENT					
PROJECT AUTHORIZATION				USC:	
				To Initiate Project	<input checked="" type="checkbox"/>
CITY OF WICHITA				To Revise Project	
1. Prepare in triplicate 2. Send original & 2 copies to budget 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.					
1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 3/10/2010	4. Project Description & Location Door Replacements Replacement of doors and frames at various City locations due to deterioration and vandalism.		
5. CIP Project Number PN XXXXXX	6. Accounting Number PROJ # 415468 OCA # 792454	7. CIP Project Date (Year) 2009 2010 2011	8. Approved by WCC	Date 20-Apr-10	
9. Estimated Start Date 2010	10. Estimated Completion Date 2011	11. Project Revised			
12. Project Cost Estimate				12A.	
ITEM	GO	SA	OTHER	TOTAL	
Right of Way					Plating Required
Paving, grading & const.					Lot Split
Bridge & Culverts					Petition
Drainage					Ordered by WCC
Sanitary Sewer					
Sidewalk					Remarks:
Water					
OTHER CONSTRUCTION	240,000			240,000	Replacement doors and frames at various City locations due to
Totals	240,000			240,000	deterioration and vandalism.
Total CIP Amount Budgeted	240,000			240,000	
Total Prelim. Estimate	240,000			240,000	
13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES					
Division Head	Department Head			Budget Officer	City Manager
				Date	Date

RESOLUTION NO. 10-134

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF DOOR AND FRAME REPLACEMENTS AT VARIOUS CITY LOCATIONS DUE TO DETERIORATION AND VANDALISM

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to replace / repair doors and frames at various City locations due to deterioration and vandalism.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost door and frame replacements at various city locations due to deterioration and vandalism.

These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$240,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 11th day of May, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

DOOR REPLACEMENT DOORS, FRAMES, HARDWARE AND OPERATORS
VARIOUS CITY LOCATIONS
PROJECT NUMBER 435466, OCA NUMBER 792554

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is \$240,000.00 dollars exclusive of the cost of interest of borrowed money.
7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.
8. This certificate being signed and executed under oath by the Finance Director of the City on the _____ day of

(month, year)

CITY OF WICHITA, KANSAS

Finance

Kelly Carpenter, Director of

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK

)

Sworn to and subscribed before me this _____ day of
_____.
(month, year)

My appointment expires:

Notary Public

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Intelligent Transportation Systems – Traffic Synchronization (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the contract.

Background: On June 16, 2009, the City Council approved the Energy Efficiency and Conservation Block Grant application, part of the American Recovery and Reinvestment Act (ARRA), through the United States Department of Energy. One of the projects awarded was a \$590,296.09 grant to improve traffic synchronization.

As part of several projects, City Traffic Engineering and Traffic Maintenance are currently upgrading and interconnecting over 500 intersections, crosswalks, and flashers. Very tightly-spaced corridors, such as Woodlawn from East 34th Street North to East 29th Street North, are particularly difficult to coordinate using conventional traffic engineering methods.

Analysis: Recent developments in technology have allowed for adaptive traffic control systems that dynamically and intelligently respond to traffic. City staff has investigated intelligent traffic control systems and believe the technology is sufficiently mature for implementation in a pilot test project. The only integrated detection and optimization system on the market is Lenexa, Kansas-based InSync.

InSync is modular, plugging into the City's existing traffic signal cabinets and controllers. InSync allows for more agile phase combinations and eliminates the need to run corridors on the same cycle length. As part of Operation Greenlight in Kansas City, InSync has reduced stops along arterials by 90%, travel time by 20–60%, and fuel consumption by 10–20%.

The Woodlawn corridor was chosen because of the lack of any other traffic signals on nearby corridors that would create problems platooning vehicles. The Woodlawn corridor has five tightly spaced volume/density intersections ideal for corridor optimization.

Financial Considerations: The total cost for all associated hardware, installation, and optimization of Woodlawn from East 34th Street North to East 29th Street North is \$157,325. The costs will be funded entirely by the Department of Energy block grant, which the City Council approved on June 16, 2009.

Goal Impact: This project addresses the Efficient Infrastructure goal by upgrading the City's traffic signal system

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve a contract with InSync in the amount of \$157,325 for the pilot project.

Attachments: None.

City of Wichita
City Council Meeting
May 11, 2010

TO: Mayor and City Council

SUBJECT: Light-Emitting Diode (LED) Street Light Installation in Webb Business Park
(west of Webb, south of 45th Street North (District II))

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the payment.

Background: The City of Wichita provides street lighting in new additions to the City. Current practice is for Westar Energy to install high pressure sodium (HPS) street lights on their existing poles. When in new areas without existing poles, the City of Wichita pays for infrastructure required to install the streetlights.

As an alternative to HPS streetlights, staff has been investigating the feasibility of installing LED streetlights, which have a higher initial cost but require significantly less electricity to operate. The developer of Webb Business Park (WBP) has offered to purchase LED streetlights to provide a test area along 40th Street North, 39th Street North and Toben.

Analysis: Currently, the City leases 22,000 streetlights from Westar Energy and maintains an additional 2,000 City-owned streetlights. Converting to LEDs would reduce energy consumption and represent considerable energy-cost savings. Additionally, the drastically longer lifespan of LEDs would decrease maintenance costs and the number of burnt-out streetlights.

Regardless of the type of fixture installed, the City will pay for the necessary infrastructure and then be charged the tariff rate per streetlight. LED fixtures, which will be provided and maintained by Webb Business Park, will instead be installed by Westar and the City will only pay for the metered electrical charge, which will be less than the tariff rate per light.

Case studies for payback periods in other cities vary from three to eleven years. In this case, WBP will cover the initial cost, so the payback period is instantaneous. This project will be a pilot project to determine the feasibility, reliability, cost-effectiveness, and payback period of LED streetlights in Wichita.

Westar Energy will install the wiring, poles, fixtures and LED lights with reimbursement by the City.

Financial Considerations: The estimated cost of the LED lights is \$12,000, to be purchased by WBP. The City's reimbursement cost for installation is \$35,270. Funding source is the Street Lighting budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements in the City's street lighting system and provides a test bed for LED street light fixtures for the City.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the payment to Westar Energy in the amount of \$35,270.

Attachments: None.

Agenda Item No. XII-17

**City of Wichita
City Council Meeting
May 11, 2010**

TO: Mayor and City Council

SUBJECT: General Repairs to City Facilities – Replace Air Conditioning Units, Windows, Toilet Fixtures, Rotted Decks, Beams, Structural Analysis of the Finney State Office Building Skywalk, and LaPetite Academy General Building Repairs (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the project.

Background: This is a back-log of maintenance needs at City facilities including (but not limited to), replacement of old heating, ventilation and cooling (HVAC) units, deteriorated windows, toilet fixtures, collapsed duct repairs, rotted-out beams and decks, and replacement sewage ejectors. Work of this nature is needed at Evergreen Recreation Center, Wichita Art Museum, LaPetite Academy, park restrooms, Botanica, Finney State Office Building, Wichita Historical Museum, and numerous other facilities.

Analysis: With the current age and condition of equipment and systems at these facilities, it is staff's recommendation that these maintenance issues be addressed.

Financial Considerations: The purpose of this agenda item is to initiate the 2009, 2010 and 2011 funding designated for this purpose, totaling \$1,210,000 of General Obligation bonds, in the Adopted 2009-2018 Capital Improvement Program (CIP), and to establish an account for performing the work. As work plans are developed for various projects over time, individual procurement contracts will be proposed, following normal City purchasing procedures.

Goal Impact: This project addresses the Efficient Infrastructure goal to maintain and optimize public facilities and assets.

Legal Considerations: The Legal Department has approved the resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution and authorize the necessary signatures.

Attachments: CIP sheet, resolution and declaration of official intent certificate.

CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION		USC:		1. Prepare in triplicate 2. Send original & 2 copies to budget 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.
		To Initiate Project	<input checked="" type="checkbox"/>	
		To Revise Project	<input type="checkbox"/>	
CITY OF WICHITA				
1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 2/23/2010	4. Project Description & Location General Repairs to City Facilities - Replace windows, duct repair, deck/beam repair, replace toilet fixtures in Park restrooms, replace old A/C units, 2 sewage ejectors at WAM, electrical prevent, maint. LaDette.	
5. CIP Project Number PN XXXXXX	6. Accounting Number PROJ # 415462 OCA # 792445	7. CIP Project Date (Year) 2009 2010 2011	8. Approved by WCC	Date 20 Apr 10
9. Estimated Start Date 2010	10. Estimated Completion Date 2011	11. Project Revised		
12. Project Cost Estimate				12A.
ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
OTHER CONSTRUCTION	1,210,000			1,210,000
Totals	1,210,000			1,210,000
Total CIP Amount Budgeted	1,210,000			1,210,000
Total Prelim. Estimate				
Remarks: Request Council approval to authorize commodities and Contractual services for \$1,210,000 for wood beam repairs, Replacement A/C units, 2 sewage ejectors, toilet fixtures in Park restrooms, windows at Historical Museum. Replace wood beams/decks at Botanic and structural analysis of Skywalk at State Office Bldg. LaD				
13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

RESOLUTION NO. 10-135

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF GENERAL REPAIRS TO CITY FACILITIES – HVAC REPLACEMENTS, WINDOW REPLACEMENTS, DUCT REPAIR, BEAM & DECK REPAIR, TOILET FIXTURE & SEWAGE EJECTOR REPLACEMENTS. LAPETITE ACADEMY BUILDING REPAIRS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to make general repairs to various City facilities – A/C unit replacements, window replacements, duct repair, beam repair, toilet fixture replacements.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of making general repairs to various City facilities – HVAC replacements, window replacements, duct repair, beam & deck repair, sewage ejector & toilet fixtures and conditional analysis of the State Office skywalk. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$1,210,000 exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 11th day of May, 2010

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk
Approved as to Form:

Gary E. Rebenstorf
Director of Law

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

GENERAL REPAIRS – CITY FACILITIES – A/C UNITS, WINDOW REPLACEMENT, DUCT REPAIR, DECK & BEAM REPAIR, ELECTRICAL PREVENTIVE MAINTENANCE, TOILET FIXTURES, STRUCTURAL ANALYSIS OF THE FINNEY STATE OFFICE BUILDING SKYWALK, LAPETITE ACADEMY BUILDING REPAIRS.
VARIOUS LOCATIONS
PROJECT NUMBER 435462, OCA NUMBER 792545

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is 1,210,000.00 dollars exclusive of the cost of interest of borrowed money.
7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.
8. This certificate being signed and executed under oath by the Finance Director of the City on the _____ day of _____.
(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

[illegible]

Sworn to and subscribed before me this _____ day of _____.

(month, year)

My appointment expires:

Notary Public

Second Reading Ordinances for May 11, 2010 (first read on May 4, 2010)

ZON2010-00010-City zone change from LC Limited Commercial (“LC”) to GC General Commercial (“GC”) with Protective Overlay; generally located on the east side of Market Street and north of Harry Street. (District I)

ORDINANCE NO. 48-735

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.